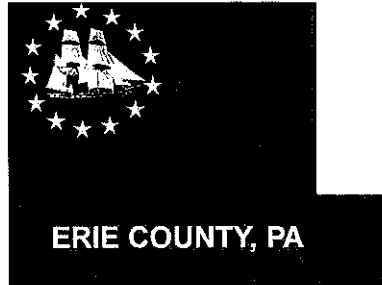


FINANCE AGENDA

Erie County Council

www.eriecountygov.org



Jay Breneman, Chairman
Dr. Kyle Foust, Vice Chairman
Edward T. DiMattio, Jr.
Phil Fatica
Andre Horton
Fiore Leone
Carol Loll

4:00 p.m. Room 114A

March 19, 2015

1. Ordinance Number , 2015, "2015 General Fund Budget Supplemental Appropriation Of \$32,234 And Creation Of Line Item In Adult Probation For Veterans Diversion Program Through PCCD Grant"
Page 3
2. Ordinance Number , 2015, "2015 Public Safety Fund Budget Supplemental Appropriation Of \$12,000 And Creation Of *Vacation* Line Item"
Page 6
3. Ordinance Number , 2015, "2015 General Fund Budget Supplemental Appropriation Of \$12,000 For Transfer To Public Safety Fund To Create *Vacation* Line Item"
Page 9
4. Ordinance Number , 2015, "2015 Capital Project Fund Supplemental Appropriation Of \$1,001,681 And Creation Of *Public Safety Radio Project* Line Item"
Page 11
5. Resolution Number , 2015, "Reimbursement Resolution of The County of Erie, Pennsylvania"
Page 14
6. Ordinance Number , 2015, "2015 General Fund Budget Revised Expenditures Of \$12,000 And Creation Of New Lines For City Of Erie CDBG Grant To The Erie County Human Relations Commission"
Page 17
7. Ordinance Number , 2015, "2015 General Fund Budget Waiver Of County Purchasing Code For Renewal Of Three Year West Library Maintenance Agreement For County Law Library And Court Library"
Page 22
8. Ordinance Number , 2015, "2015 General Fund Budget Waiver Of County Administrative Code For Acquisition Of Purchasing Module Software From Single Vendor"
Page 30

9. Ordinance Number , 2015, “2015 General Fund Budget Waiver Of County Administrative Code For Acquisition Of Library Collection Maintenance Software From Sole Vendor”
Page 35
10. Resolution Number , 2015, “Erie County General Authority Not To Exceed \$2,800,000 Tax-Exempt Note (Emergycare, Inc. Project)”
Page 52
11. Resolution Number , 2015, “Exonerating Taxes On One Abandoned Trailer/Property #24-007-024.0-002.54 In The Girard School District And Girard Township”
Page 61
12. Resolution Number , 2015, “Exonerating Taxes On One Abandoned Trailer/Property #39-002-001.0-009.52 In Springfield Township And The Northwestern School District”
Page 65
13. Resolution Number , 2015, “Exonerating Taxes On Two Abandoned Trailers/Properties #33-053-225.0-001.90, And #33-113-640.0-002.40 In Millcreek Township And Millcreek Township School District”
Page 70
14. Reappointment of James McGoeys for a second term to the Erie County Housing Authority. (CE)
Page 75
15. Appointment of Doris Gernovich to an unexpired term on the Erie County Housing Authority. (CE)
Page 76
16. Appointment of Kim Stucke to an unexpired term on the Erie County Housing Authority. (CE)
Page 79
17. Analysis of General Fund Unassigned Fund Balance.
Page 83

ORDINANCE NUMBER , 2015

**2015 General Fund Budget Supplemental Appropriation Of \$32,234 And Creation
Of Line Item In Adult Probation For Veterans Diversion Program
Through PCCD Grant**

BE IT ENACTED by the County Council of the County of Erie pursuant to Article II, Sections 3B(1), 3B(2)(f) and Article VIII, Section 8 of the Erie County Home Rule Charter, and certified by the County Executive, that this 2015 General Fund Budget supplemental appropriation of \$32,234 and creation of *Pass Thru* line item for a Veterans Diversion Program funded by a PCCD Grant in Adult Probation, is hereby approved as outlined on the attached Exhibit A. This ordinance shall be effective immediately upon adoption.

COUNTY COUNCIL OF THE
COUNTY OF ERIE, PENNSYLVANIA

Attest:

Douglas R. Smith
County Clerk

Fiore Leone, Chairman

Date:_____

Phil Fatica, Vice Chairman

Jay Breneman

Approved by:

Edward T. DiMattio, Jr.

Kathy Dahlkemper,
County Executive

Dr. Kyle Foust

Date:_____

André R. Horton

Carol J. Loll

Exhibit A
2015 General Fund Budget
Supplemental Appropriation of \$32,234
and Creation of a New Line Item
For New Adult Probation PCCD Grant
Trauma Related Services - Diverting
Veterans

<u>Account Title</u>	<u>Account Number</u>	<u>Amount</u>
<u>Total Revenue</u>		
PCCD Grant	001-004010-051400	(32,234)
Total Revenue		<u><u>(32,234)</u></u>
<u>Total Expenditures</u>		
Travel Work Required	001-004010-002010	6,530
Pass - Thru	001-004010-006050*	25,704
Total Expenditures		<u><u>32,234</u></u>

*Denotes creation of a new line item

**PENNSYLVANIA COMMISSION ON CRIME
AND DELINQUENCY**

PCCD USE ONLY

Applicant Hereby Applies to the PCCD for Financial
Support for the Within-Described Project:

Receipt Date	Award Date	Subgrant Number(s)
8/28/2014	12/10/2014	2014-DV-01 25578

1. Type of Funds for which you are applying	OMHSAS Trauma Related Services - Diverting Veterans (Federal 93.243 OMHSAS)		
2. Applicant	Name Of Applicant: Erie County Chief Executive Federal I.D: 25-6001027 County: Erie Street Address Line 1: 140 West 6th Street Address Line 2: Courthouse Address Line 3: City: Erie State: PA Zip: 16501-1011		
3. Recipient Agencies	Erie County Chief Executive		
4. Project Director	Name: Mr. Jeffrey A. Shaw Title: Director of Adult Probation Agency: Erie County Street Address Line 1: 140 West 6th St. Address Line 2: Erie County Courthouse, Third Floor, West Wing Address Line 3: City: Erie State: PA Zip: 16501 Phone: 814-451-7068 Fax: 814-451-6300 Email: jshaw@eriecountygov.org		
5. Financial Officer	Name: Ms. Lori Pius Title: Staff Account Agency: Erie County Chief Executive Street Address Line 1: 140 West 6th Street Address Line 2: Courthouse Address Line 3: City: Erie State: PA Zip: 16501-1011 Phone: 814-451-6448 Fax: 814-451-6300 Email: lpius@eriecountygov.org		
6. Contact	Name: Mr. Dante J. Battles Title: Supervisor Agency: Erie County Street Address Line 1: 140 West Sixth Street Address Line 2: Erie County Courthouse, Third Floor, West Wing Address Line 3: City: Erie State: PA Zip: 16501 Phone: 814-451-6470 Fax: 814-451-6300 Email: dbattles@eriecountygov.org		
7. Brief Summary of Project	Short Title (May not exceed 50 characters) Mental Health First Aid for Veterans (Do Not Exceed Space Provided) This project seeks to enhance specialized response to veterans in crisis to divert them from the criminal justice system and provide supportive linkage to other systems. The project provides Mental Health First Aid training to first responders, crisis workers, and those likely to interface with veterans in crisis.		

8. Subgrant Budget TOTAL BUDGET BY CATEGORY

BUDGET CATEGORY	AMOUNT
PERSONNEL	0.00
EMPLOYEE BENEFITS	0.00
TRAVEL (INCLUDING TRAINING)	13,060.00
EQUIPMENT	0.00
SUPPLIES & OPERATING EXPENSES	10,350.00
CONSULTANTS	5,202.00
CONSTRUCTION	0.00
OTHER	3,622.00
TOTAL	32,234.00

9. TOTAL BUDGET BY FUND SOURCE

FUND SOURCE	AMOUNT	PERCENT
FEDERAL	32,234.00	100%
STATE	0.00	
PROJECT INCOME	0.00	
INTEREST	0.00	
STATE MATCH	0.00	
CASH MATCH (NEW APPROX)	0.00	
IN-KIND MATCH	0.00	
PROJECT INCOME MATCH	0.00	
TOTAL	32,234.00	100%

10. Project Start Date: 1/1/2015

Project End Date: 3/31/2016

ORDINANCE NUMBER , 2015

**2015 Public Safety Fund Budget Supplemental Appropriation Of
\$12,000 And Creation Of *Vacation* Line Item**

BE IT ENACTED by the County Council of the County of Erie pursuant to Article II, Sections 3B(1), 3B(2)(f) and Article VIII, Section 8 of the Erie County Home Rule Charter and certified by the County Executive that this supplemental appropriation of \$12,000, and creation of *Vacation* line item in the 2015 Public Safety Fund Budget to correct a prior omission, are hereby approved as outlined on the attached Exhibit A.

This ordinance shall be effective immediately upon adoption.

COUNTY COUNCIL OF THE
COUNTY OF ERIE, PENNSYLVANIA

Attest:

Douglas R. Smith
County Clerk

Fiore Leone, Chairman

Date:_____

Phil Fatica, Vice Chairman

Jay Breneman

Approved by:

Edward T. DiMattio, Jr.

Kathy Dahlkemper,
County Executive

Dr. Kyle Foust

Date:_____

André R. Horton

Carol J. Loll

Exhibit A 2015 Public Safety Fund Budget Supplemental Appropriation of \$12,000 To Create the Vacation Expense Line Item

<u>Account Title</u>	<u>Account Number</u>	<u>Amount</u>
<u>Total Revenue</u>		
Transfer from General Fund	063-012020-099010	(12,000)
Total Revenue		<u><u>(12,000)</u></u>
<u>Total Expenditures</u>		
Vacation	063-012020-001150*	12,000
Total Expenditures		<u><u>12,000</u></u>

*Denotes creation of a new line item

A	B	C	D	E	F	G
1						0001
2						INQUIRY BY DEPARTMENT
3						Acct 063-012020-*****-100
4	Code	Desc	ORIGINAL BUDGET	BUDGET CHANGES	CURRENT BUDGET	ACTUAL 2015
5						BALANCE REMAINING
6	001010	NON-BARG	161,527.00		161,527.00	21,069.18
7	001020	BARGAINING	170,476.00		170,476.00	17,631.68
8	001040	TEMP STAFF			0.00	0.00
9	001100	OVERTIME	160,120.00		160,120.00	30,902.55
10	001150	VACATION			0.00	9,051.16
11	001200	FICA	37,647.00		37,647.00	3,142.11
12	001210	LIFE INSUR	711.00		711.00	76.28
13	001220	HOSP	110,340.00		110,340.00	14,605.86
14	001221	DRUGS	28,453.00		28,453.00	3,761.04
15	001230	W/C	1,401.00		1,401.00	187.88
16	001240	PENSION	46,652.00		46,652.00	2,889.99
17	001250	OTHER H&W	6,644.00		6,644.00	882.96
18	001260	U/C	2,210.00		2,210.00	1,346.70
19	002010	TRAVEL WR	7,750.00		7,750.00	1,198.66
20	002020	TRAVEL OTH	2,750.00		2,750.00	183.37
21	002040	TRAINING	7,477.00		7,477.00	366.28
22	002200	DATA PROC	404,536.00		404,536.00	351,726.24
23	002260	CUSTOD SRV	367,251.00		367,251.00	52,314.91
24	002262	CUST-BAYCO	18,625.00		18,625.00	1,106.20
25	002280	TELEPHONE	35,430.00		35,430.00	3,726.59
26	002321	TOWER RENT	213,209.00		213,209.00	50,207.14
27	002334	TOWER MAIN	97,496.00	1,000.00-	96,496.00	9,440.85
28	002340	EQUIP RENT	2,400.00		2,400.00	345.78
29	002360	UTILITIES	3,500.00		3,500.00	762.21
30	002390	VEHICLE MA	3,000.00		3,000.00	205.10
31	002410	TEL NETWORK	332,621.00		332,621.00	52,506.55
32	002520	PROF FEES	36,927.00		36,927.00	2,889.89
33	003060	OTHER OFFI	1,136.00	1,000.00	2,136.00	1,024.32
34	003090	COMP SUPPLY	2,504.00		2,504.00	178.15
35	099010	TRAN IN GF	2,262,793.00-		2,262,793.00-	266,000.00-
36		Total	0.00	0.00	0.00	367,729.63

*

367,729.63-

ORDINANCE NUMBER . 2015

**2015 General Fund Budget Supplemental Appropriation Of \$12,000 For
Transfer To Public Safety Fund To Create *Vacation* Line Item**

BE IT ENACTED by the County Council of the County of Erie pursuant to Article II Sections 3B(1), 3B(2) (d) and Article VIII, Section 7 of the Erie County Home Rule Charter; certified by the County Executive that this 2015 General Fund Budget supplemental appropriation of \$12,000 for transfer to the Public Safety Fund for creation of ***Vacation*** line item, is hereby approved as outlined on the attached Exhibit A.

This ordinance shall be effective immediately upon adoption.

COUNTY COUNCIL OF THE
COUNTY OF ERIE, PENNSYLVANIA

Attest:

Douglas R. Smith
County Clerk

Fiore Leone, Chairman

Date: _____

Phil Fatica, Vice Chairman

Jay Breneman

Approved by:

Edward T. DiMattio, Jr.

Kathy Dahlkemper,
County Executive

Dr. Kyle Foust

Date: _____

André R. Horton

Carol J. Loll

Exhibit A
2015 General Fund Budget
Supplemental Appropriation of \$12,000
For Transfer to Public Safety to
Create Vacation Expense Line Item

<u>Account Title</u>	<u>Account Number</u>	<u>Amount</u>
<u>Total Revenue</u>		
Fund Balance Appropriated	001-000990-099500	(12,000)
Total Revenue		<u>(12,000)</u>
<u>Total Expenditures</u>		
Transfer to Public Safety	001-020000-008630	12,000
Total Expenditures		<u>12,000</u>

ORDINANCE NUMBER , 2015

**2015 Capital Project Fund Supplemental Appropriation Of \$1,001,681
And Creation Of *Public Safety Radio Project* Line Item**

BE IT ENACTED by the County Council of the County of Erie pursuant to Article II, Sections 3B(1), 3B2(b) and Article VIII, Section 8 of the Erie County Home Rule Charter, and certified by the County Executive that this 2015 Capital Project Fund supplemental appropriation of \$1,001,681 and the creation of ***Public Safety Radio Project*** line item for the payment of MCM Consulting fees, are hereby approved as outlined on the attached Exhibit A.

This ordinance shall be effective immediately upon adoption.

COUNTY COUNCIL OF THE
COUNTY OF ERIE, PENNSYLVANIA

Attest:

Douglas R. Smith
County Clerk

Fiore Leone, Chairman

Date: _____

Phil Fatica, Vice Chairman

Jay Breneman

Approved by:

Edward T. DiMattio, Jr.

Kathy Dahlkemper,
County Executive

Dr. Kyle Foust

Date: _____

André R. Horton

Carol J. Loll

Exhibit A
2015 Capital Projects Fund
Supplemental Appropriation of \$1,001,681
and Creation of New Line Item for
Public Safety Radio Project

<u>Account Title</u>	<u>Account Number</u>	<u>Amount</u>
<u>Total Revenue</u>		
Fund Balance Appropriated	080-080010-099500	(1,001,681)
Total Revenue		<u><u>(1,001,681)</u></u>
<u>Total Expenditures</u>		
Public Safety Radio Project	080-081121-004060*	1,001,681
Total Expenditures		<u><u>1,001,681</u></u>

* Denotes creation of a new line item



COUNTY OF ERIE
DEPARTMENT OF FINANCE
GENERAL ACCOUNTING
ERIE COUNTY COURT HOUSE
140 WEST SIXTH STREET RM. 505
ERIE, PENNSYLVANIA 16501
(814) 451-6376
FAX (814) 451-6454

JAMES R SPARBER
FINANCE DIRECTOR

SUE ELLEN PASQUALE
MANAGER OF ACCOUNTING

To: Kathy Dahlkemper, County Executive
County Council Members

From: Sue Ellen Pasquale

Date: March 12, 2015

RE: Rational for Creation of Line Item for Public Safety Radio Project

In January of 2015, County Council adopted Ordinance 2 of 2015, which contracted with MCM Consulting Group Inc. to provide project management services for the Public Safety Next Generation Radio System. This project will be paid for from a combination of fund balance from the General Fund and borrowing. Until the financing is finalized and revenue can be budgeted, the County needs to create an expenditure line item to pay the invoices from MCM Consulting Group Inc. The consultants have estimated the 2015 expenditures for the project to be \$1,001,681.

Please contact me if you have any questions.

RESOLUTION NUMBER , 2015

**Reimbursement Resolution
of
The County of Erie, Pennsylvania**

WHEREAS, the County of Erie has determined to undertake a Public Safety Radio Project (the "Project"); and

WHEREAS, it is currently the intent of the County to finance a portion of the costs of the Project through the issuance of tax-exempt bonds in the anticipated principal amount not to exceed \$26.5 million; and

WHEREAS, the County has already incurred certain costs with respect to the Project, including (but not limited to) architectural, engineering and design fees; and

WHEREAS, the County anticipates that it may incur additional costs with respect to the Project prior to the issuance of the County's tax-exempt bonds and/or the receipt of the proceeds thereof; and

WHEREAS, the County desires to reimburse itself, to the maximum extent permitted by law, from the proceeds of its tax-exempt bonds for those costs incurred by the County with respect to the Project.

NOW, THEREFORE, be it resolved that:

1. The Recitals to this Resolution are hereby incorporated by reference, as if fully set forth herein.
2. The County hereby declares its official intent to reimburse itself for expenditures incurred with respect to the Project from the proceeds of tax-exempt financing to be undertaken by the County.
3. The maximum principal amount of debt expected to be issued for reimbursement is \$1,001,681.00.

4. This resolution is intended to constitute a declaration of official intent within the meaning of 26 CFR § 1-150-2, and shall be construed in accordance with the provisions thereof.

On the motion of _____, seconded by _____, this resolution was passed on this _____ day of _____, 2015 by a vote of ____ - ____.

APPROVED BY:

Fiore Leone, Chairman
Erie County Council

Kathy Dahlkemper,
County Executive

Date: _____

ATTEST:

Douglas R. Smith
County Clerk

Date: _____



COUNTY OF ERIE
DEPARTMENT OF FINANCE
ERIE COUNTY COURT HOUSE
140 WEST SIXTH STREET ROOM 505
ERIE, PENNSYLVANIA 16501
PHONE: (814) 451-6355
FAX: (814) 451-6454

KATHY DAHLKEMPER
COUNTY EXECUTIVE

JAMES R. SPARBER
DIRECTOR OF FINANCE

To: Kathy Dahlkemper, County Executive
County Council Members

From: Jim Sparber, Finance Director

Date: March 11, 2015

RE: Rationale for Reimbursement Resolution

The County of Erie is anticipating a borrowing for the Public Safety Radio Project. The total cost of the project is \$26.5 million. Some of the funds will come from fund balance, and some will come from a bond issue.

In January of this year, County Council adopted ordinance number 2 of 2015 which approved a contract with MCM Consulting for the project. This resolution will allow the costs expected to be paid in 2015 to be reimbursed by the upcoming bond issue.

ORDINANCE NUMBER , 2015

**2015 General Fund Budget Revised Expenditures Of \$12,000 And Creation Of New
Lines For City Of Erie CDBG Grant To The Erie County
Human Relations Commission**

BE IT ENACTED by the County Council of the County of Erie pursuant to Article II Sections 3B(1) and 3B(2)(f) of the Erie County Home Rule Charter that revised expenditures of \$12,000 and the creation of new lines in the 2015 General Fund Budget, for a City of Erie CDBG Grant to the Erie County Human Relations Commission, is hereby approved as outlined on the attached Exhibit A.

This ordinance shall be effective immediately upon adoption.

COUNTY COUNCIL OF THE
COUNTY OF ERIE, PENNSYLVANIA

Attest:

Douglas R. Smith
County Clerk

Fiore Leone, Chairman

Date: _____

Phil Fatica, Vice Chairman

Jay Breneman

Approved by:

Edward T. DiMattio, Jr.

Kathy Dahlkemper,
County Executive

Dr. Kyle Foust

Date: _____

André R. Horton

Carol J. Loll

Exhibit A
2015 General Fund Budget
Revised Revenue and Expenditures
of \$ 12,000 and Creation of a New Line
Items for HRC Grant from the City of
Erie CDBG

<u>Account Title</u>	<u>Account Number</u>	<u>Amount</u>
<u>Total Revenue</u>		
CDBG City Testing Grant	001-002210-058191*	(12,000)
HUD Grant	001-002210-514031	12,000
Total Revenue		<u>0</u>
<u>Total Expenditures</u>		
City of Erie Testing	001-002210-002532*	12,000
Pass Thru	001-002210-006050	(12,000)
Total Expenditures		<u>0</u>

*Denotes creation of a new line item

RESOLUTION OF THE ERIE COUNTY HUMAN RELATIONS COMMISSION

At the meeting of the Erie County Human Relations Commission ("HRC") on January 27, 2015, the following resolution was proposed and approved by the board members:

WHEREAS the City of Erie, Pennsylvania ("City") has requested the assistance of the HRC in fulfilling its goal under its FY 2014 Annual Plan of conducting Fair Housing Testing in the City during the 2014-2015 fiscal year;

WHEREAS the HRC supports the goal of conducting Fair Housing Testing and considers such to fall within the enumerated powers of the HRC;

WHEREAS the HRC does not have the experience or staff to conduct such Testing in-house;

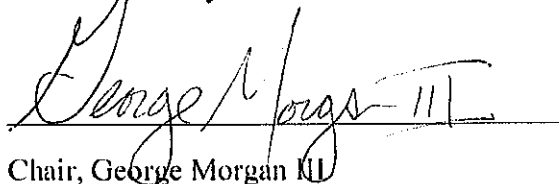
WHEREAS the City desires to enter into a contract with the HRC for the HRC to administer Fair Housing Testing in the City by and through a third party agency, and the City is offering to contribute the amount of Twelve Thousand Dollars (\$12,000.00) to such a project;

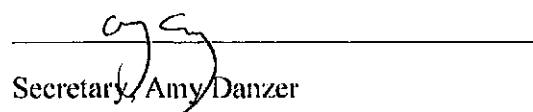
IT IS RESOLVED, that the Commission hereby authorizes Executive Director, Joseph B. Aguglia, Jr., Esq., or, in the alternative, County Council Liaison, Douglas Smith, to enter into a contract with the City, whereby the Commission agrees to administer a Fair Housing Testing program in the City of Erie (by and through a third party agency), to be completed on or before June 30, 2015;

FURTHER RESOLVED, that Joseph B. Aguglia, Jr., Esq. or Douglas Smith are hereby authorized and empowered to do any acts and to execute any and all contracts, agreements, and documents necessary to the completion of such contract with the City and any third-party agency;

FURTHER RESOLVED, that the duly appointed finance department personnel of the County of Erie are hereby authorized and empowered to execute any financial documentation necessary for the completion of such contract with the City.

WE HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution regularly presented to and adopted by the Erie County Human Relations Commission at a meeting duly called and held on January 27, 2015, at which a quorum was present and voted, and that such resolution is duly recorded in the Minutes of the Commission.


Chair, George Morgan III


Secretary, Amy Danzer

C. PROJECT DESCRIPTION

The Erie County Human Relations Commission ("Commission") is a neutral judicial body that administers and enforces the Erie County Human Relations Ordinance through investigation and adjudication of claims of discrimination in the areas of housing, employment and public accommodations. The Commission is an arm of the County Government, established by Ordinance Number 59, 2004 and Number 60, 2004, which Ordinance (as amended) has been recognized by the United States Department of Housing and Urban Development (HUD) as substantially equivalent to federal fair housing law, and was created to eliminate discrimination in housing, employment and public accommodation. Through the enforcement of the Ordinance, the Commission affords individuals the ability to file housing discrimination complaints. The Commission also engages in education of the community through fair housing seminars. County and City Council and the County Executive appoint the Members of the Commission. A list of the Members is attached. The Commission Members are volunteers from the community and serve without compensation.

The project being proposed through this submission is Fair Housing Testing of Rental Housing in the City of Erie. Testing is an enforcement tool used by virtually every private, non-profit fair housing agency, as well as the U.S. Department of Justice. It is a controlled investigative procedure in which individuals inquire about a housing unit and collect information about practices in the housing market and allows comparison of the treatment experienced, confirms the existence or application of various policies, and helps to determine whether or not unlawful discrimination has occurred during the inquiries. Testing provides an objective method for observing and measuring differences in the quantity, content, and quality of information given in a housing transaction (*Fair Housing Rental Testing Audit Report: Indianapolis Metropolitan Area*, Fair Housing Center of Central Indiana, April 10, 2013, pg. 8). The courts have long recognized and supported fair housing testing as an important and legitimate tool in providing evidence of housing discrimination (See e.g., *Havens Realty Corp. v. Coleman*, 455 U.S. 363 (1982)). In *Richardson v. Howard*, the United States Court of Appeals for the Seventh Circuit Court summed up the important role of testers in fair housing cases, as follows: "The evidence provided by testers both benefits unbiased landlords by quickly dispelling false claims of discrimination and is a major resource in society's struggle to eliminate the subtle but deadly poison of racial discrimination." *Richardson*, 712 F.2d 319, 321 (7th Cir. 1983).

Through this proposed project, the Commission intends to engage a qualified independent entity to test the rental housing community in the City of Erie on the basis of at least three (3) of the following protected classes under its Ordinance: race, color, familial status, religious creed, ancestry, age, sex, sexual orientation, national origin, disability of the person, and the use of guide or support animals because of the disability of the person.

The Commission is not looking for fair housing complaints to result from the fair housing testing. What the Commission is looking for is for the testers to test landlords in the City of Erie in order to provide a statistical analysis as to the manner in which the individual testers are treated by the landlords. As the Commission itself does not have the training or experience or number and type of personnel required to complete the testing itself, it would seek to contract such services through a qualified entity that *does* have such training, experience and personnel. The Commission would defer to the entity's experience with regard to the exact methodology to be utilized for the actual testing; however, the Commission will require that "paired" testing (i.e. two (2) individuals that are qualified to rent the subject property and are matched in every relevant aspect except for the characteristic being tested are sent to the site at separate times to gather information and record their experiences in the rental process) be completed on-site for at least three (3) different sites, testing each site with regard to at least three (3) of the protected

classes (which shall be determined by the Commission after consultation with the entity). Further, the Commission would require the entity to analyze the testing results and to provide and present a Final Cumulative Report that would, at a minimum, include: a description of the testing methodology utilized; copies of tester reports/notes; an analysis of each telephone inquiry and in-person, on-site, paired test for each protected class/basis and for each site; and analysis and charts of overall data collected and professional recommendations in light of the results of all tests. The Commission staff, along with the fair housing testing entity, will measure the success of the project through the evidence and data collected by the trained testers.

CDBG funds carry with them an obligation to affirmatively further fair housing. "Fair" in this context means non-discrimination in the offering, terms, conditions, privileges, and provisions of services or facilities in the rental of housing. This proposed project offers a new and significant strategy because one can detect signs of active discrimination in Erie's rental housing through the use of fair housing testers. This proposed project would also help the City of Erie achieve one or more of the goals/strategies proposed to address Impediment "c" from the City's *Analysis of Impediments to Fair Housing Choice* prepared by Mullin & Lonergan Associates, Inc. in 2011; i.e. "There exists a continuing need for quality fair housing education, outreach and training, as well as real estate testing." (See *Analysis of Impediments*, pgs. 97, 105).

The independent entity that will perform the actual testing will be chosen by the Commission based upon Proposals received by the Commission. The Commission will advertise a Notice for Requests for Proposal in three (3) Regional newspapers and will make available the full text of the Request for Proposal on the Commission's website. Hard copies of the full text of the Request for Proposal will also be available at the Commission's office, upon request. The Commission anticipates that the total cost of the project will be \$12,000.00, of which \$1,000.00 is budgeted for the advertising of the RFP and \$11,000.00 is budgeted for the contract for the testing services. There is no other funding available for this project. However, it should be noted that the Commission staff intends to perform all administrative functions of the project without additional compensation.

TIMELINE:

2015					
	January	February	March	April	May
Advertise RFP					
Review RFP, Interview Candidates and Make Subcontractor Decision					
Draft and Endorse Sub-Contract with Testing Entity					
1st Meeting with Testing Entity					
Choose Testing Sites					
Testing Entity Conducts Testing					
Testing Entity Analyzes Testing Results, Compiles Final Cumulative Report & Transmits Final Cumulative Report to Commission					
2nd Meeting with Testing Entity and Project Completion					

ORDINANCE NUMBER , 2015

**2015 General Fund Budget Waiver Of County Purchasing Code For Renewal Of
Three Year West Library Maintenance Agreement For County
Law Library And Court Library**

WHEREAS, the cost of the LMA renewal is budgeted in the 2015 law library budget under the account entitled "Books and Subscriptions". The expense is for the continued updating of print titles already in the collections of the law library and the chamber libraries of the judges, and not intended for the purchase of new acquisitions; and

WHEREAS, Thomson Reuters (West) is a major provider of library research material for the law library and the judges and the company serves as a sole source publisher for many print titles utilized by the library's patrons and the judges; and

WHEREAS, The LMA is a three-year contract by the law library to maintain its current West subscriptions, in exchange for guaranteed or fixed pricing (i.e. cap of 5% is placed on the price increases in the 2nd and 3rd year) on these titles from Thomson Reuters, thereby, avoiding the usual 12-15% annual price increases; estimated to bring a total cost savings of \$416,159, over the course of the three-year period of the renewal contract, compared to not having a LMA; and

WHEREAS, the agreement is proprietary, and therefore may only be provided by a single vendor.

NOW THEREFORE BE IT ENACTED by the County Council of the County of Erie pursuant to Article II, Section 3B(1) of the Erie County Home Rule Charter, that a waiver of Article III, Section 1 of the Administrative Code for a three year West Library Maintenance agreement with Thomson Reuters West ending in March 2018, is hereby approved as outlined in the attached Exhibit A.

This ordinance shall be effective immediately upon adoption.

Attest:

COUNTY COUNCIL OF THE
COUNTY OF ERIE, PENNSYLVANIA

Douglas R. Smith
County Clerk

Fiore Leone, Chairman

Date:_____

Phil Fatica, Vice Chairman

Jay Breneman

Approved by:

Edward T. DiMattio, Jr.

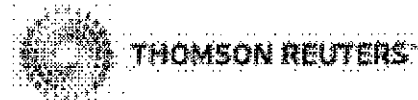
Kathy Dahlkemper,
County Executive

Dr. Kyle Foust

Date:_____

André R. Horton

Carol J. Loll



LIBRARY MAINTENANCE AGREEMENT

Library Maintenance Agreement between **Erie County Law Library** ("Subscriber") and **West, a Thomson Reuters business** ("West")

WHEREAS, West markets its print products to the legal profession;

WHEREAS, Subscriber currently subscribes to certain West print products;

WHEREAS, Subscriber desires to maintain its subscription to those titles to which it currently subscribes;

WHEREAS, Subscriber desires predictable monthly pricing for its West print product library;

WHEREAS, Subscriber further desires to better maintain and manage the costs of its West print products and West desires to assist and support Subscriber in managing its costs and subscriptions through this Library Maintenance Agreement ("Agreement");

NOW, THEREFORE, the parties agree as follows:

1. **Term and Termination** This Agreement, which is subject to approval and execution by West in St. Paul, Minnesota, shall become effective on April 1, 2015 and shall continue in effect until March 31, 2018 (the "Term"). Upon any termination, West and Subscriber shall use their best efforts to enter into a superseding Library Maintenance Agreement through good faith negotiations. In the event the parties are not able to enter into a superseding Library Maintenance Agreement, the "Subscription Services" (as defined below) for the West print product titles on Exhibit 1 shall continue; all of which will be billed separately at then-current rates. Such Subscription Services may be cancelled at any time by West or cancelled upon written request by Subscriber at the address set forth herein. Information regarding the frequency and updates of the West print products is available from Subscriber's West sales representative. Some West print product titles are not eligible for inclusion under this Agreement.
2. **Monthly Fixed Charges**
 - 2.1. For each month during the Term, Subscriber shall pay monthly fixed charges ("Monthly Fixed Charges"), as set forth below, for the charges associated with the West print product titles to which Subscriber currently subscribes ("Existing West Print Product Titles") as of the effective date of this Agreement. The Existing West Print Product Titles are set forth in Exhibit 1.
 - a) From April 1, 2015 through March 31, 2016 ("Period 1"), the Period 1 Monthly Fixed Charges shall be \$8,131.
 - b) From April 1, 2016 through March 31, 2017 ("Period 2"), the Period 2 Monthly Fixed Charges shall be \$8,538.
 - c) From April 1, 2017 through March 31, 2018 ("Period 3"), the Period 3 Monthly Fixed Charges shall be \$8,964.
 - 2.2. Exhibit 1 shall set forth existing West print product titles that shall be included under this Agreement and shall also set forth any applicable new West print product titles to be shipped to Subscriber and included under this Agreement. The Monthly Fixed Charges include all subscription service charges associated with the West print product titles in Exhibit 1 as well as all standard transportation and handling charges. The Monthly Fixed Charges shall not be reduced in the event Subscriber terminates any of its West print product subscriptions that are set forth in Exhibit 1 herein. "Subscription Services" consists of automatic shipments of updates and/or supplements to the service, including but not limited to, pocket parts, pamphlets, replacement volumes or loose-leaf pages. Print and CD-ROM products are shipped FOB origin. Transportation charges shall only be added to expedited shipments at Subscriber's request and for international products or shipments at then-current carrier rates. Applicable sales, use, personal property, value added tax (VAT) or equivalent, ad valorem and other taxes are not included in the Monthly Fixed Charges and are payable by Subscriber.
 - 2.3. Subscriber may, at its option and upon 30 days prior written notice to West prior to the end of any Period and memorialized in a document that is executed by both parties, delete and add West print titles from the Existing West Print Product Titles from Exhibit 1 effective on the first day of the subsequent Period. In no event shall the value of the deleted and added West print products exceed 5% of the annualized Monthly Fixed Charge for the following Period; provided, however, in no event shall the Monthly Fixed Charges be less than the amounts set forth in paragraph 2.1 herein except in instances in which West Print Product titles listed on Exhibit 1 have ceased to be published by West as of the last day of such current Period. It shall be Subscriber's responsibility to retain termination notices and bring them to the swap event for consideration in the swap.
 - 2.4. In addition to paragraph 2.3, Subscriber may, at its option and upon 30 days prior written notice to West prior to the end of any Period and memorialized in a document that is executed by both parties, add additional West print product titles to Exhibit 1 and to the Monthly Fixed Charges effective on the first day of the subsequent Period. The Monthly Fixed Charges for the next Period and each remaining Period shall be increased to reflect the addition of the West print product titles to Exhibit 1.

3. **General Provisions.** This Agreement will be governed by the laws of Subscriber's state. The courts sitting in Subscriber's state will have exclusive jurisdiction over any claim arising from or related to this Agreement. If Subscriber is a U.S. Federal Government subscriber, this Agreement is governed by the laws of the United States of America. This Agreement embodies the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. Any amendment to this Agreement must be in writing and signed by both parties. Subscriber will pay all invoices in full within 30 days of the date of the invoice. Neither this Agreement nor any part or portion may be assigned or otherwise transferred by Subscriber without West's prior written consent. Should any provision of this Agreement be held to be void, invalid, unenforceable or illegal by a court, the validity and enforceability of the other provisions will not be affected thereby. Failure of any party to enforce any provision of this Agreement will not constitute or be construed as a waiver of such provision or of the right to enforce such provision. The headings and captions contained in this Agreement are inserted for convenience only and do not constitute a part of this Agreement. West, as used herein, applies to West Publishing Corporation, West Services, Inc., West Applications, Inc. and their affiliates.
4. **Non-Availability of Funds.** If Subscriber fails to receive sufficient appropriation of funds or authorization for the expenditure of sufficient funds to provide for the continuation of this Agreement, or if Subscriber receives a lawful order issued in or for any fiscal year after the initial 12 months of this Agreement that reduces the funds appropriated or authorized in such amounts as to preclude making the payments set out herein, Subscriber may submit a written notice to West seeking cancellation of the Agreement, if permitted under applicable law. Subscriber shall provide West with notice not less than thirty (30) days prior to the date of cancellation, and shall include a written statement documenting the reason for cancellation, including the relevant statutory authority for cancelling, and an official document certifying the non-availability of funds (e.g., executive order, an officially printed budget or other official government communication). Once terminated, Subscriber shall thereafter be billed at then-current rates for its West print product titles subscriptions. Any termination hereunder will be effective on the first day of the month following such 30 days notice.
5. **Confidentiality.** During the Term and thereafter, except as specifically provided herein and/or to the extent reasonably necessary to perform its obligations or exercise its rights hereunder, neither party shall provide nor disclose to any third party, unless properly directed or ordered to do so by public authority or otherwise required to do so by law, any information or matter that (i) constitutes or concerns the terms and conditions of this Agreement, or (ii) regards any dealings or negotiations between the parties relating to this Agreement. If either party is directed or ordered to provide or disclose any information or matter by public authority or otherwise required to do so by law, such party shall promptly notify the party whose information is being provided or disclosed. A party responding to such a request shall disclose that which is required by law and shall redact any information not required, specifically that information which is related to pricing and related West print products or West's proprietary information.
6. **Notices.** All notices must be in writing to West at 610 Opperman Drive, P.O. Box 64833, St. Paul, Minnesota 55164-1803, Attention: Customer Service, and to Subscriber at the address set forth below.

West, a Thomson Reuters business

By _____

Title _____

Date _____

Business Analyst Verification

Date and Time Received by West in St. Paul, Minnesota:

Erie County Law Library

By (signature) _____

Name (please print) _____

Title _____

Date _____

Firm Name _____

Subscriber's Address _____

Contact Name _____

Telephone Number _____

This offer expires March 27, 2015 at 7:00 p.m. CT.

MAM - 3/3/2015

EXHIBIT A

**West Library Maintenance Agreement
Billing Options**

The following outlines three billing options available to Library Maintenance Agreement ("LMA") subscribers. Please select one.

X Option A: Single Invoice

- One invoice is sent to the contracting main account representing all libraries/locations covered under the LMA.
- The master invoice shows shipping detail for each location during a given month.

Features:

- Allows for centralized management and control of print title costs within a large organization.
- Provides accurate valuation of the total print library on a monthly basis.
- Best implemented within organizations that do not require office-level budgeting.

Option B: Location-Level Invoice

- LMA Values are invoiced to each office location separately based upon a snapshot of print title inventory on a monthly basis and matched to the LMA Monthly Fixed Charges at the total subscriber level.
- The location-level invoice automatically adjusts to provide the most accurate valuation of print titles by location in a given month.

Features:

- Provides most accurate valuation of total library by location.
- Automatically adjusts for changes in library subscriptions and print title allocation.
- Location changes in LMA print title subscriptions can cause variance to location-level budgets.

Option C: Fixed Value by Location

- LMA values are established at the inception of the LMA at the location-level based upon the total library valuation at the beginning of the LMA.
- These amounts are fixed during the term of the LMA. If changes to the underlying library print titles subscriptions occur, Monthly Fixed Charges are NOT adjusted at the location level.

Features:

- Fixed LMA amounts allow for simpler budgeting.
- Because values are fixed, any changes within total print subscriptions may distort the LMA value for some locations.

If 'Option C' is chosen, please indicate where the invoice(s) should be sent:

_____ **One bill to the main location: Please list account # or city, state** _____

_____ **Individual bill to each location**

Library Administration Contact (please print name): _____

Title: _____

Telephone: _____

E-mail Address: _____

EXHIBIT A

DATE: March 5, 2015

TO: Tracey Fugagli, Assistant Manager of General Accounting, Erie County Finance Department

FROM: Max C. Peaster, Librarian, Erie County Law Library

SUBJECT: Purchasing Code Waiver for the Renewal of a West Library Maintenance Agreement
(Judges and Law Library)

Dear Tracey:

I am submitting this letter in support of a request to waive the County purchasing code for a renewal of a three-year contract for a West Library Maintenance Agreement, supplied by Thomson Reuters West, covering the period April 2015 through March 2018. The contract is budgeted under the budget account titled "Books and Subscriptions", account number 001-003030-003010. The agreement includes the collection of the Erie County Law Library and the chamber libraries of the nine judges of the Erie County Court of Common Pleas.

Thomson Reuters is one of the three major international companies responsible for issuing the vast majority of legal publications in the United States. The West Publishing Company, predecessor to Thomson Reuters West, has been unarguably the leader in publishing print legal information for well over a century. Starting in the 1870's as a publisher of case decisions, West expanded as a publisher of other primary law sources, as well as a provider of an impressive variety of authoritative legal texts and practice books. West publications comprise close to seventy percent of the Erie County Law Library's print collection and the company serves as the sole publisher for a large number of Pennsylvania-specific resources, including the state statutory compilation and state case reporter, and many national or specialized legal treatises.

Library Maintenance Agreements (LMAs) are contracts offered by Thomson Reuters West (West) to law libraries-government, academic and private-"guaranteeing" to limit price increases on West publications in return for an agreement from the library to maintain current subscriptions or standing orders to books which had been previously acquired by the law library. It is important to note that continuation or supplementation costs for legal research material constitute the largest expenditure in the law library's book budget-not the purchase of new titles. Beyond the initial expenditure for a law book, almost every law library acquisition requires regular supplementation to keep the title current. This particular characteristic of legal publishing reflects the fluidity of the law, with "new" laws, regulations and reported court cases coming out on a daily basis. It would be a dangerous practice for a law library to maintain a collection of outdated material.

A LMA is drafted when West and a law library develop a list of book titles to be included in a contract. In exchange for the library agreeing not to substantially change the list for three years, the typical period for a LMA, West establishes a fixed monthly price for these subscriptions. The monthly amount is calculated by determining the total annual subscription costs for the various titles, dividing or prorating the total by twelve and applying some percentage of a discounted or reduced cost. There is a set annual percentage increase or inflation rate, generally in the range of five to eight percent, for the subsequent years of the contract. Any new title(s) purchased during the period of the LMA are paid for at the time of the acquisition. The supplementation cost of this title(s) is included in the LMA during an annual window, between the end of one period and beginning of the next period. During this window, a so-called "swap provision" in the contract allows a library to delete some titles that the library no longer considers necessary to be currently supplemented. The library would be required, however, to add a similar-valued publication to replace the deleted title. Any increase in the monthly charge stipulated in

the LMA contract, other than the expected annual percentage change, would be the result of the addition of new titles that exceed the cost of the deleted titles. Prior to entering into a LMA or renewing an existing agreement, it is strongly advisable for a library to delete any titles from the LMA list to ensure that the library does not become "saddled" with non-essential subscriptions or titles it may not need in the future. Ideally, the library's goal is to arrive at a core or foundational collection of West titles, which are economically or fiscally sustainable for the library, and that provide utility and value to the library's patrons.

Several advantages or benefits of a LMA can be identified. Significant cost savings on continuation expenditures for West titles would result from the guaranteed discount on the subscriptions. Prior to the entry of the initial LMA agreement in 2006, it had not been unusual for the law library to see ten percent plus annual price increases on West subscription costs. The proposed LMA renewal incorporates a five percent increase in years two and three of the contract. I requested the law library's customer service representative to have Thomson Reuters prepare an analysis of the yearly costs for the West print titles, without the LMA, for comparison to the subscription costs with the LMA over the three years of the renewal contract. The figures provided by West are as follows:

First Year (2015-16): LMA: \$97,572; Without the LMA: \$212,438

Second Year (2016-17): LMA: \$102,456 (5% increase); Without the LMA: \$240,055

Third Year (2017-18): LMA: \$107,568 (5% increase); Without the LMA: \$271,262

Prior to the requested analysis, I went through the subscription or standing order lists for both the law library's and the nine judges' chambers libraries to delete or cancel titles that were little-used or considered to be less essential to the collections. (Fifteen titles were deleted under the library's accounts and a total of twelve titles cancelled under the several judges' accounts.) This weeding resulted in a reduction of the monthly LMA rate from the existing rate of \$8,583 to a new monthly rate, under the proposed renewal agreement, of \$8,131, which represents a savings of \$5,424 for the first year. **West's analysis projects a three-year savings of \$416,159 with the LMA.**

A consistent inflation rate, over the three-year period of the contract, provides more predictable budgeting for both the present and the future. The stability of a regular monthly invoice, sent to West, lessens the surprise of a large, unanticipated invoice coming in at an inconvenient time, such as the end of the year. The certainty of future billing facilitates the preparation and planning of the book and subscriptions budget, in subsequent years, for the West publications included in the law library and the judges' libraries. West titles constitute substantial and essential resources in these library collections.

Perhaps a less obvious benefit, offered by the LMA, is the time-savings realized by paying a single monthly invoice. In the past, I had often spent hours processing multiple invoices for the several West accounts for both the law library and the judges. Instead of reconciling packing slips with invoices for the various accounts and writing out payment authorizations for all the invoices, I can submit one invoice for payment by the finance department. I have also found that I spend far less time verifying payments to Thomson Reuters West now that only one monthly invoice needs to be accounted for, as opposed to several invoices.

As mentioned above, the law library has employed a West LMA for several years, with the initial agreement entered in 2006 and renewals in 2009 and 2012. There has been an institutional history to evaluate the positives and negatives of this subscription plan. These agreements are in place at other county law libraries in Pennsylvania. Among similarly-sized county law libraries in the western part of the state, I know of three others who maintain LMAs: Beaver, Butler and Westmoreland. I recently

surveyed their opinions about their LMAs and the responses I received expressed satisfaction with the cost savings and the fixed or level pricing offered by the agreements.

In conclusion, I strongly recommend approval for the waiver of the purchasing code to permit the renewal of the West Library Maintenance Agreement for the law library and the judges. The contract will provide significant cost savings for the three-year term, through the five percent cap on the annual subscription costs. The LMA also serves as a useful budgeting function because of the stable billing feature of the plan. Through copyright or propriety protection, Thomson Reuters West remains the sole source publisher for much of the print resources listed on the agreement. The material is important for court personnel, the library staff, other county employees, as well as the general public who use the law library. I would be available to discuss this matter further or provide any additional information that would be of assistance to you in considering this request. Thank you for your time in reviewing this statement.

Sincerely,

Max C. Peaster, Librarian
Erie County Law Library

ATTACHMENTS:

- (1) Email sent by Michael Weaver, Regional Sales Representative for Thomson Reuters, detailing the financial terms and the projected cost savings of the Library Maintenance Agreement (2 pages)
- (2) Account Report for Erie County Law Library and Erie County Court of Common Pleas Judges showing highlighted print material exclusive to Thomson Reuters West (15 pages)
- (3) Library Maintenance Agreement detailing terms, monthly fixed charges and other conditions, with Exhibit 1 listing the West print titles included in the agreement (22 pages)

ORDINANCE NUMBER , 2015

**2015 General Fund Budget Waiver Of County Administrative Code For Acquisition Of
Purchasing Module Software From Single Vendor**

WHEREAS, the County Administration desires the purchase of a proprietary Procurement Software Module from Mitchell, Humphrey & Company, the County's current financial management software vendor; and

WHEREAS, this proprietary product will interface with the County's current financial software and allow for electronic creation and routing of a purchase order to the vender and back to affected Department, encumber funds from appropriate expenditure lines and ultimately populate the invoice with appropriate data for payment; and

WHEREAS, revenues are currently available from Health Choices to pay the \$36,626 cost of the software and on-site implementation.

NOW THEREFORE BE IT ENACTED by the County Council of the County of Erie pursuant to Article II Section 3B (1) of the Erie County Home Rule Charter that a waiver of Article III Section 1 of the Administrative Code for the single vendor acquisition of Purchasing Module Software as outlined in the attached Exhibit A, is hereby approved.

This ordinance shall be effective immediately upon adoption.

COUNTY COUNCIL OF THE
COUNTY OF ERIE, PENNSYLVANIA

Attest:

Douglas R. Smith
County Clerk

Date: _____

Fiore Leone, Chairman

Phil Fatica, Vice Chairman

Jay Breneman

Approved by:

Kathy Dahlkemper,
County Executive

Date: _____

Edward T. DiMattio, Jr.

Dr. Kyle Foust

André R. Horton

Carol J. Loll



COUNTY OF ERIE
DEPARTMENT OF FINANCE
GENERAL ACCOUNTING
ERIE COUNTY COURT HOUSE
140 WEST SIXTH STREET RM. 505
ERIE, PENNSYLVANIA 16501
(814) 451-6376
FAX (814) 451-6454

JAMES R SPARBER
FINANCE DIRECTOR

SUE ELLEN PASQUALE
MANAGER OF ACCOUNTING

To: Kathy Dahlkemper, County Executive
County Council Members

From: Sue Ellen Pasquale

Date: March 11, 2015

RE: Rational for Waiver of the Purchasing Code for Purchasing Software

The Administration is requesting a waiver of the County Purchasing Code to purchase the procurement module from Mitchell Humphrey & Company, our financial management software vendor. This software is proprietary and will interface with the County's accounts payable module. With this module, departments will create a purchase requisition that will be electronically route to Purchasing which can create a purchase order and electronically route it to the selected vendor and back to the department. A purchase order will encumber funds from the related expenditure lines, and the data from the purchase order will populate when the invoice is entered for payment.

The cost of the purchasing software is \$35,000. Estimated travel expenses for on-site implementation and training are \$1,626. The annual maintenance fee will be \$3,400. Currently there are administrative revenues in the Health Choices budget to pay for the expenses. There is no county funding in Health Choices. In the future, the annual maintenance fee will included in the General Accounting data processing line item.

Please contact me if you have any questions.



1285 Fern Ridge Parkway
St. Louis, Missouri 63141-4402

800 237-0028 • 314 991-2440
www.mitchellhumphrey.com

MITCHELL HUMPHREY & CO. SUPPLEMENTAL SOFTWARE PRODUCT AGREEMENT

This Supplemental Software Product Agreement ("Agreement") is made as of the 5th day of March 2015, by and between Mitchell Humphrey & Co., a Missouri Corporation, ("MH&Co."), and Erie County, ("Client"), who hereby mutually agree as follows:

1. MH&Co. hereby grants to Client a personal, non-exclusive and non-transferable License to use the Licensed Software specified in Exhibit A, annexed hereto and made a part hereof, in object code form and source code form, if source code is included as part of this Agreement; or to provide access to the Licensed Software hosted by a third-party supplier as specified in Exhibit A.
2. Client agrees to pay MH&Co. the License Fee or Annual Service Fee and the Implementation Fee as defined in Exhibit A, for the License and/or Service granted hereunder; plus Reasonable Expenses as incurred by MH&Co. in connection with this Agreement.
3. The License Fee shall be due and payable according to the following terms: One hundred (100) percent of the License Fee within ten (10) days following execution of this Agreement; or upon receipt by Client of the Software at Client's place of business ("Delivery"), whichever occurs first.
4. The Implementation Fee shall be due and payable as services are rendered, on a time and materials basis, according to the following terms: One hundred (100) percent of the Consulting Fee plus Reasonable Expenses within thirty (30) days following performance of the consulting service.
5. MH&Co. warrants for a period of ninety (90) days after Delivery, the Software will perform materially in accordance with the User Manual(s) and on-line help provided with the Software, except those portions of the User Manual describing functions Client has not purchased.
6. When applicable, for the first year of Maintenance Support, commencing upon expiration of the Software Warranty described in Section 5, Client agrees to pay MH&Co. a Maintenance Fee as defined in Exhibit A.
7. This Agreement is governed by the provisions of the Software Products License and Maintenance Support Agreement entered into by and between MH&Co. and Client as of October 1, 1986 ("Original Agreement") and defined terms as used herein shall have the same meaning as those defined in the Original Agreement; unless otherwise modified herein.

Erie County
Supplemental Software Product Agreement
March 5, 2015

8. The following Exhibits, including all subparts thereof, are attached to this Contract and are made a part of this Contract for all purposes:

Exhibit A MH&Co. Licensed Software

IN WITNESS WHEREOF, the parties hereto by due corporate and other lawful proceedings, and individually, where applicable, have hereto caused this Agreement to be executed on the dates hereinafter indicated. Having authority to enter into this binding Agreement on behalf of:

Erie County

Mitchell Humphrey & Co.

By: _____

By: _____

Typed Name: _____

Typed Name: Kim A. Schaefer, CPA

Title: _____

Title: President and Chief Operating Officer

Date: _____

Date: _____

EXHIBIT A
MH&Co. Licensed Software

FMS Major Modules (Enterprise License)

Purchasing

License Fee: \$ 17,000.00

Annual Maintenance Fee: \$ 3,400.00

Implementation Fee: \$ 18,000.00

Total Estimated Travel for Training: \$ 1,626.00

Warranty:

Warranty Start Date: Delivery of System Materials

Warranty End Date: Ninety (90) Days after Delivery of System Materials

Maintenance Service:

Maintenance Start Date: Ninety (90) Days after Delivery of System Materials

Type of License:

Central Site

ORDINANCE NUMBER , 2015

**2015 General Fund Budget Waiver Of County Administrative Code For Acquisition Of
Library Collection Maintenance Software From Sole Vendor**

WHEREAS, the Erie County Library System desires the purchase/subscription to **Collection HQ**, an online selection and collection maintenance tool available from a sole vendor; and

WHEREAS, **Collection HQ** will allow for increased efficiency and potential savings in the selection and purchase of collection materials; and

WHEREAS, **Collection HQ** will identify overstocked or understocked items, provide insight into E-book collections and performance versus physical materials; and

WHEREAS, **Collection HQ** will improve the performance, physical quality and relevance of collections to improve "turnover" across the System; and

WHEREAS, the total cost for a three year contract is \$63,450, billed at \$21,150 annually, which affords saving of \$11,550 over the term.

NOW THEREFORE BE IT ENACTED by the County Council of the County of Erie pursuant to Article II Section 3B (1) of the Erie County Home Rule Charter that a waiver of Article III Section 1 of the Administrative Code for acquisition/subscription to **Collection HQ** from Bridgeall Libraries Limited, as outlined in the attached Exhibit A, is hereby approved.

This ordinance shall be effective immediately upon adoption.

COUNTY COUNCIL OF THE
COUNTY OF ERIE, PENNSYLVANIA

Attest:

Douglas R. Smith
County Clerk

Date:_____

Fiore Leone, Chairman

Phil Fatica, Vice Chairman

Jay Breneman

Approved by:

Edward T. DiMattio, Jr.

Kathy Dahlkemper,
County Executive

Dr. Kyle Foust

Date:_____

André R. Horton

Carol J. Loll



Rebecca Long, M.S.L.S.
IT Manager, Erie County Public Library
Information Technology Department
County of Erie

February 13, 2015

Dear Rebecca,

Offer for subscription to the collectionHQ Service

We, Bridgeall Libraries Limited, a company registered under the Companies Acts (company number SC297736) and having our registered office and place of business at 1 Ainslie Road, Hillington Park Glasgow, G52 4RU, have pleasure in offering to provide you, the addressee named above, with the under noted Service subject to the terms and conditions attached to this Offer letter.

Service:	Provision, over a web interface, of a subscription based, hosted software application called collectionHQ, using data supplied to us by you in accordance with the service description, details of which are contained in the "User Guide" document which is available upon request.
Set Up:	Implementation & Initial Training
Commencement Date:	4 weeks from date of order

The costs associated with the provision of the above Service are as follows:

Subscription Period:	1 Year Option
Subscription Fee:	US\$ 25,000 per annum
Set Up Fee	US\$ 7,500 fixed cost for Implementation and Initial Training. *Reduced to \$1,000 until March 20th 2015

Subscription Period:	3 Year Option
Subscription Fee:	US\$ 25,000 per annum *Reduced to \$21,150 per annum until March 20th 2015
Set Up Fee	US\$ 7,500 fixed cost for Implementation and Initial Training. *Reduced to \$1,000 until March 20th 2015

Designated Libraries:	5
Permitted Users:	10
Minimum Hardware and Software Requirements:	<ul style="list-style-type: none">• A supported Internet browser (see www.collectionhq.com for a list of supported browsers)• A connection from your internal network to the Internet with a minimum nominal speed of 8Mbps• Outbound FTP Access

EXHIBIT A

Website:	Our website located at www.collectionhq.com (or such other domain name as we may from time to time specify) from which the Service is to be provided.
Designated Contact(s):	Rebecca Long – IT Manager

The date collectionHQ receives your confirmation will constitute the 'date of order'.

*This Offer should be read in conjunction with our Standard Terms and Conditions attached, and is open for acceptance until March 20th 2015 failing which it will lapse. If you wish to accept this Offer, please confirm your acceptance by responding via email to brendan.pearce@collectionhq.com

Yours faithfully

Brendan Pearce
Business Development Manager

For and on behalf of Bridgeall Libraries Limited

STANDARD TERMS AND CONDITIONS FOR THE SERVICE

1. Definitions

Term	Meaning
the "Offer"	The offer letter, offering you the collectionHQ service.
the "Agreement"	The Offer together with these Terms and Conditions
references to "You" or "Your"	The person or organization which has accepted the Offer and thereby agreed to receive the Service
references to "We", "Our" or "Us"	Bridgeall Libraries Limited
the "Software"	The then current and core version of our proprietary software application collectionHQ, which both provides the Service on our website and enables you to use the Service. The core Software does not include the optional Modules.
the "Service"	Provision, over a web interface, of our subscription based, hosted Software, using data supplied to us by you in accordance with the service description as detailed in the User Guide document (available upon request)
the "Commencement Date"	The date this Agreement and the Service is deemed to have commenced.
the "Subscription Period"	The initial term of this Agreement
the "Subscription Fee"	The annual subscription charge, effective from the Commencement Date, to be paid by You to Us for the provision of the Service.
the "Designated Libraries"	The maximum number of libraries authorized to use the Service
the "Permitted Users"	The maximum number of concurrent authorized users that may use the service.
the "Renewal"	A twelve month extension of the period for which the Service will be provided, commencing at the end of the Subscription

	Period, and on every subsequent anniversary thereafter.
the “ Renewal Date ”	The date the annual Renewal commences
the “ Modules ”	Optional packages of extra-functionality software, which enhance the Software further, and which are not covered by the Subscription Fee.
The “ Designated Contacts ”	The email addresses to which all notices under this agreement will be addressed.

References to Clauses are to clauses of this Agreement. Terms defined in the Offer shall have the same meaning in these terms and conditions.

Registration/Duration

- 2.1 Payment of the Subscription Fee will constitute acceptance by you of these Terms and Conditions.
- 2.2 We shall provide the Service to you upon the terms of the Agreement. This Agreement (and the Service provided) shall commence on the Commencement Date and, always subject to Clauses 11 and 12, shall be renewed automatically for a period of 12 months, commencing at the end of the Subscription Period, and on each anniversary thereafter.

3. Equipment and Internet Connection

- 3.1 We shall provide the Service to you using the Internet. You are responsible for providing an adequate connection to the Internet with a minimum connection speed not less than that specified in the Offer.
- 3.2 You are responsible for obtaining and maintaining all equipment, hardware, third party software, peripherals and any and all other communications facilities and equipment which may be required from time to time to access and use the Service (and of at least the minimum hardware/software specification as set out in the Offer) and for paying all charges incurred in relation to the use of these.

4. Data Supply

- 4.1 You agree that in order for us to provide the Service you shall utilise a suitable and reliable data extraction mechanism, to extract, collect and convey data to be used for the Service to our computer systems. Once such data is received by our systems our Software can provide the Service to you and Permitted Users.
- 4.2 Consequently you hereby grant to us a non-exclusive licence to use the data supplied by your computer systems to ours for the term of this Agreement, for purposes including but not limited to the following:-
 - (a) providing the Service;
 - (b) providing any future enhancements to the Software or Modules;
 - (c) our own internal records; and
 - (d) allowing an Internet Services Provider appointed by us to access such data to the extent necessary to allow such Internet Services Provider to host the Software.
- 4.3 To provide an effective Service to you, it is important to ensure the reliability and integrity of data supplied. Accordingly, you warrant that the data supplied:

- (a) does not infringe the rights of any third parties, including without limitation copyright owned by third parties;
- (b) complies with all applicable laws and regulations; and
- (c) will be accurate and will be updated on at least a monthly basis.

4.4 For the avoidance of doubt, unless you comply with the terms of this clause 4 we shall have no obligation to provide the Service.

5. Availability of Service

5.1 We will use commercially reasonable efforts to achieve the Service Targets set out in Appendix 1. However, whilst we will do what we reasonably can to ensure the availability of the Service at all times, we cannot and do not offer a continuous or uninterrupted service and no warranty is given in this respect. You acknowledge that certain aspects of the Service are dependent upon third parties and upon your computers supplying us with data. Without prejudice to this generality, we may at any time at our discretion:

- (a) temporarily suspend or restrict access to the Service for the purposes of repair, modification, maintenance or improvement or the implementation of new facilities or performance of back-up or data archival; or
- (b) give instructions to you regarding the use of the Service which in our reasonable opinion are necessary in the interests of security or to maintain or improve the quality of the Service to you. You will use your best endeavours to comply with such instructions and, while they are in force, such instructions will be deemed to form part of this Agreement.

However, where reasonably possible, we shall give notice of any suspension, undertake system maintenance activity out of your normal working hours (assuming these are 9am until 5pm Monday - Friday) and will restore the Service as soon as reasonably practicable after any such suspension.

5.2 You shall:

- (a) grant us (or our employees and/or agents) access to your premises during normal business hours and we and our employees and/or agents shall adhere to your policies and procedures in relation to health and safety and security at all times;
- (b) use reasonable endeavours to provide decisions, information or assistance to us on our request in sufficient time and detail for us to provide the Service; and
- (c) prepare the equipment, hardware, third party software, infrastructure and environment in accordance with clause 3.2 and generally as required by us and to have access as provided for in (a) and (b) above

in order for us to provide the Service in accordance with the Agreement. For the avoidance of doubt if you do not comply with clause 5, we shall have no obligation to provide the Service.

6. Changes to Service

6.1 We reserve the right to enhance or otherwise change the Service or the Software from time to time in order to improve the Service or Software we offer You.

7. Use of Service

- 7.1 Subject to your payment of the Subscription Fee as set out in the Offer, we grant to you a non-exclusive, non-transferable right to access the Service for the duration of this Agreement for the sole purpose of using the Service in relation to stock performance management for the Designated Libraries.
- 7.2 You are permitted to print and download reports from the website for your own use provided that no documents, information or related graphics on the website are modified in any way and no graphics on the website are used separately from accompanying text and provided you otherwise comply with the terms of this Agreement.
- 7.3 Unless otherwise stated by us on the website, the copyright and other intellectual property rights in all material on the website and the Software are owned by us or our licensors. Any use of reports from the website other than in accordance with Clause 7.2 above is prohibited.
- 7.4 Subject to Clause 7.2, no part of the website may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without our prior written permission. Such permission shall not be unreasonably withheld.
- 7.5 Upon acceptance of the Offer and subject to payment of the Subscription Fee, we shall provide you with the usernames and passwords authorising use of the website for the Permitted Users specified in the Offer. You may issue these to Permitted Users who are your employees, or such other types of users as are agreed by us on the basis that each username and password pair is allocated to a single user only and only such users who have been allocated with a username and password by you are entitled to use the Service. You agree that you shall not disclose information in relation to the Software or provide any access whatsoever to any third party which is not a Permitted User.
- 7.6 Additional pairs of usernames and passwords may be issued by us at our option upon your request and we shall have the right to make an additional charge for these additional pairs or vary monthly fees as a result of these additional users accordingly at our sole discretion. Any use made of the Software and Service by anyone other than Permitted Users shall be deemed unauthorized use.
- 7.7 You may not, and you shall procure undertakings from Permitted Users that they shall not:
- (a) copy the Software for any purpose whatsoever other than normal automatic copying by your computer of the Software for the sole purposes of enabling you and your Permitted Users to use the Service on the website;
 - (b) use the Service or Software or any part of them on equipment of a type, category or for additional users or libraries other than as permitted by this Agreement;
 - (c) modify, alter, loan, distribute, rent, assign, sub-license, transfer or otherwise provide (whether electronically or otherwise) access to the website, or the Software utilised by the website or any copy or part of it to anyone else or make the website or the Software utilized by it available for use by others in any time sharing, service bureau or similar arrangement or otherwise;
 - (d) except as permitted by applicable law, reverse engineer, disassemble, reverse translate or in any way decode the website or the Software or any copy or part of them in order to derive any source code or other information. You agree that the website and Software contains valuable trade secrets and confidential information owned by us including but not limited to the functionality, appearance and content of the website and Software screens, the method and pattern of user interaction with the website and Software and the content of the

website. The Software source code and such valuable trade secrets and confidential information are not licensed to you under this Agreement and must not be disclosed to any third party.

- 7.8 All right, title and interest including but not limited to copyrights and other intellectual property rights of any nature in the website and the Software and resulting out of the delivery of the Service are owned exclusively by us and you acquire no title or interest in the same other than the right to use the website and the Software and receive the Service in accordance with this Agreement.

8. Support and Training

- 8.1 We shall provide you with access to a support helpdesk in respect of the Service between the hours of 9.00 am and 5.00 pm, Monday to Friday (excluding Scottish public holidays) in accordance with our then current support procedures as amended or updated by us from time to time. The support helpdesk facility should be accessed by email to ensure all incidents are logged by our Support Ticketing System.

On-site support shall not be provided by us as part of the Service, but may be provided at our sole option where we deem it necessary and/or where we are unable to resolve queries remotely. Upon mutual agreement, we shall be entitled to provide you with on-site support whereby we will charge our standard daily rates from time to time (prorated if appropriate), and you shall pay all reasonable travel and other costs and expenses incurred by us in relation thereto.

- 8.2 We shall provide such initial training regarding use of the Software and Service as we deem appropriate including without limitation by way of the provision of documentation relative to the Software and the Service. If you wish additional training throughout the Subscription Period, this shall be the subject of separate agreement between you and us.

9. Escrow Agreement

In accepting the Offer, you are agreeing to subscribe to a service (the Service) based upon payment of an annual subscription fee (the Subscription Fee). As such, no Escrow arrangements are applicable in relation to this Agreement.

10. Consultancy Services

- 10.1 We do not need to provide you with additional chargeable Consultancy Services for you to be able to fully use the Service. However, if you would like us to provide additional services for you then these can be discussed on a case-by-case basis and quotations will be prepared as appropriate.

- 10.2 Re-implementation for new library management systems.

If you change your library management system during your subscription to collectionHQ, we will need to re-implement collectionHQ for you. The technical effort relating to this is almost the same effort required for the initial implementation and you have the choice of either

- i. paying 50% of your list price Set Up Fee or
- ii. agreeing a 3 year extension to your existing subscription agreement where the re-implementation fee will be waived.

11. Payment

- 11.1 In consideration of the provision of the Service by us, you shall pay the Subscription Fee specified in the Offer. Payment is due annually in advance for the Service to be provided in that year and we shall invoice you accordingly.
- 11.2 Payment shall be within 30 days of the date of invoice.
- 11.3 The Software may be upgraded by us from time to time, offering new functionality or features, and you must accept such changes to the Software as and when they are released by us. There shall be no increase to the Subscription Fee for such new functionality or features. However, software Modules may be offered to you from time to time which you may choose to subscribe to at extra cost to the Subscription Fee, effective from the date you are granted access to such new Modules. However, you will have the option not to subscribe to such new Modules.
- 11.4 All sums in the Offer are exclusive of sales taxes and duties which will be payable if applicable in addition. We reserve the right to increase subsequent subscription fees.
- 11.5 Without prejudice to any other right or remedy which we may have, we shall be entitled to charge interest (both before and after judgement) on a daily basis on all sums overdue at the greater of (i) the highest rate permitted by applicable law, or (ii) a rate of 1% per month from the date such sums became due until paid in full. You will also be liable for all reasonable costs and expenses incurred by us in collecting overdue sums.
- 11.6 In addition to the above, and again without prejudice to our other rights hereunder and in law, should you fail to make any payment when due under this Agreement, we shall have the right by notice in writing to suspend the Service and any and all other services being performed by us without liability until the default is made good.

12. Termination

- 12.1 We may terminate the Service forthwith at any time by notice with immediate effect to you if you:
- (a) use, or permit use of, the website, Service or the Software otherwise than in accordance with this Agreement; or
 - (b) fail to pay any sum rightly due hereunder within 30 days of the due date
- 12.2 You may terminate the Service
- (a) at the end of the Subscription Period, or on the Renewal Date thereafter, by providing Bridgeall Libraries Ltd. with at least 3 months notice in writing; or
 - (b) if, within 3 months prior to the Renewal Date, we inform you of an increase to your Subscription Fee for the Renewal which you find unacceptable, you have the option not to renew your Subscription at the end of the current Subscription Period. However, should we, at any point during this period, agree to revert to the current Subscription Fee then you must agree to a Renewal.
- 12.3 No refunds will be paid for termination unless you terminate under Clause 12.2, and termination is during a payment period for which you have already paid, in which case we will refund a pro rata amount to reflect the unexpired portion of the period for which you have pre-paid.
- 12.4 Termination of this Agreement shall not affect the accrued rights and liabilities of the parties arising in any way out of this Agreement. Clauses which due to their nature are due to be performed or observed following termination including but not limited to

Clauses 7.8, 11, 12, 13, 14, 16 and 17 shall survive termination of this Agreement and shall remain in force and effect.

12.5 On termination or expiry of this Agreement, you shall destroy any downloaded or printed extracts from the website and completely purge any copies of the Software from all of your systems subject always to you retaining your collection management audit trail, all to your satisfaction for which you seek agreement from us.

12.6 In regards to multiyear agreements, if the subscription was terminated before the end of the period set forth in this agreement, then the discount applied for previous periods would be payable.

13. Compliance with Laws

You will comply with all applicable laws and regulations in respect of your use of the Service including but not limited to data protection and privacy laws and regulations. We reserve the right to remove from our systems/records any material, content or data which we reasonably believe may lead to a third party claim against us. You will fully and effectively indemnify us in relation to any negligent breach of the terms by you of this Clause 13.

14. Data Protection and Privacy

By subscribing for the Service, you consent to our retention, use and disclosure of your details solely for the purposes of delivering the Service to you. You are responsible for advising your employees and other users and your customers about how we use information provided to us, and for procuring any necessary consents.

15. This Section is intentionally blank.

16. Availability

Whilst we will use our commercial reasonable endeavours to ensure that the Service will be available to you (subject to Clause 5), and that data will be held securely and appropriately backed up, no warranties are given in this regard and we specifically do not represent or warrant that:

- (a) the Service will be uninterrupted or error free and you acknowledge and agree that the existence of such errors and/or the occurrence of interruptions shall not constitute a breach of this Agreement; or
- (b) defects out with our control in the Service will be corrected.

We are not responsible for being blocked by ISPs, firewalls, routers and/or software, devices or equipment of a similar nature over which we have no control where this impacts on the provision of the Service.

17. Passwords and Security

You shall be responsible for ensuring that any and all usernames and passwords provided to you and/or your employees, agents or other authorised representatives for the purposes of accessing the Service are kept secure and disclosed only to your authorised representatives who have a need to know such usernames and passwords. Without prejudice to the foregoing, you shall ensure that the Service is not used by or on behalf of any person, other than you or any of your employees, agents or other authorised representatives or Permitted Users, who are not authorised to do so. You are entirely responsible for any and all activities that occur in accessing and using the Service using passwords issued to you or your Permitted Users. You shall immediately notify us of any unauthorised use of the Service using your passwords or any other

breach of security but to avoid any doubt, we are not liable to you or anyone else for any loss or damage arising from your failure to comply with the above.

18. Confidentiality

- 18.1 In the course of the performance of its obligations and exercise of its rights under this Agreement, the Parties both agree that each may acquire information and/or proprietary materials from the other, which information is not generally known in the relevant trade or industry of either party or third parties with which either party conducts or may conduct business. As used in this Agreement, "Confidential Information" means all non-public information disclosed by one party or its agents (the "Disclosing Party") to the other party (the "Receiving Party") that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. Confidential Information includes, but is not limited to, (i) non-public information relating to the Disclosing Party's technology, customers, business plans, promotional and marketing materials, statistics, technical information, finances and other business affairs, (ii) third-party information that the Disclosing Party is obligated to keep confidential, and (iii) the contents and provisions contained in this Agreement.

Any information provided by us that is Confidential will be clearly labelled as "Confidential" at the time it is provided. For the avoidance of doubt, we shall not use any of your data in presentation materials (unless the data has been fully anonymised) without your prior written consent.

- 18.2 The Receiving Party shall protect the Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the Confidential Information as The Receiving Party uses to protect its own confidential information of like nature. The Receiving Party shall restrict disclosure of Confidential Information to its employees, agents and assigns with a need to know and shall advise them of the requirements of this Agreement.
- 18.3 Confidential Information does not include any information that: (i) is or becomes publicly available without breach of this Agreement, (ii) can be shown by documentation to have been known to the Receiving Party at the time of its receipt from the Disclosing Party, (iii) is received from a third party who did not acquire or disclose such information by a wrongful or tortious act, or (iv) can be shown by documentation to have been independently developed by the Receiving Party without reference to any Confidential Information.
- 18.4 The Receiving Party may use Confidential Information only in pursuance of its business relationship with the Disclosing Party. Except as expressly provided in this Agreement, the Receiving Party will not disclose Confidential Information to anyone without the Disclosing Party's prior written consent. The Receiving Party will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Confidential Information, including, at a minimum, those measures it takes to protect its own confidential information of a similar nature.
- 18.5 The Receiving Party will restrict the possession, knowledge and use of Confidential Information to its employees, agents and assigns (collectively, "Personnel") who (i) have a need to know Confidential Information in connection with the parties' business relationship, and (ii) when requested by the Disclosing Party on a case by case basis, have executed written agreements obligating them to protect the Confidential Information.
- 18.6 The Receiving Party may disclose Confidential Information as required to comply with binding orders of governmental entities that have jurisdiction over it, provided that the Receiving Party: (i) gives the Disclosing Party reasonable written notice to allow the Disclosing Party to seek a protective order or other appropriate remedy, (ii) discloses only such information as is required by the governmental entity, and (iii) uses

commercially reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed.

- 18.7 All Confidential Information will remain the exclusive property of the Disclosing Party. The Disclosing Party's disclosure of Confidential Information will not constitute an express or implied grant to the Receiving Party of any rights to or under the Disclosing Party's patents, copyrights, trade secrets, or trademarks or other intellectual property rights.
- 18.8 The Receiving Party will notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement by Receiving Party. The Receiving Party will cooperate with the Disclosing Party in every reasonable way to help the Disclosing Party regain possession of such Confidential Information and prevent its further unauthorized use.
- 18.9 The Receiving Party will return or destroy all tangible materials embodying Confidential Information (in any form and including, without limitation, all summaries, copies and excerpts of Confidential Information) promptly following the Disclosing Party's written request. At the Disclosing Party's option, the Receiving Party will provide written certification of its compliance with this Section.

19. Liability

- 19.1 Neither party excludes or limits liability to the other for death or personal injury caused by its negligence.
- 19.2 In no event shall either party be liable to the other for: (a) loss of use, profits, business, revenue or goodwill; (b) loss of data; (c) loss of savings (whether anticipated or otherwise); and/or (d) indirect, special, punitive, incidental, exemplary, or consequential loss or damages of any kind arising out of or relating to the Services provided under this Agreement even if such party has been advised of the possibility of such damages.
- 19.3 We warrant that:
 - (a) we have the right to license all rights in and to the Software to you, and that the Software supplied by us under this Agreement does not infringe the U.S. intellectual property rights of any third party; and
 - (b) at the Commencement Date, and for the duration of the Agreement, the Service will perform in substantial accordance with the User Guide as set out in the User Guide document. However, you accept that improvements and enhancements to the Service during the Subscription Period may significantly change the User Guide. The sole remedy for breach of the warranty under this clause 19.3(b) shall be correction of Defects by us within a reasonable time from notification by you of the Defect that constitutes such breach. For the purposes of this clause, a "Defect" is an error in the Software or website that causes the Service to fail to operate substantially in accordance with User Guide document.
- 19.4 The sole remedy for a breach of the warranty given in clause 19.3(a) is that we shall defend, hold harmless and indemnify you against all loss, damage, claims, liabilities, fees, costs and expenses arising out of any action brought against you based on a claim that the Service infringes any U.S. intellectual property right of any third party, provided that:
 - (a) we shall be notified promptly in writing of any such claim;
 - (b) you shall make no admission or settlement of such claim without our prior written consent;

(c) we shall have sole control of the defense and any negotiations for compromise;

(d) you shall provide, at our expense, such assistance as we reasonably require.

19.5 THE WARRANTIES IN CLAUSE 19.3 ARE IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, AND WE MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, BY STATUTE OR OTHERWISE, REGARDING THE SERVICES, SOFTWARE, TECHNOLOGY, INTELLECTUAL PROPERTY, MATERIALS, INFORMATION OR OTHER ITEMS PROVIDED OR MADE AVAILABLE UNDER THIS AGREEMENT, AND HEREBY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

19.6 OUR TOTAL LIABILITY UNDER THIS AGREEMENT REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, SHALL NOT EXCEED A SUM EQUAL TO ONE YEAR'S SUBSCRIPTION FEE.

19.7 We shall not be liable if you are unable to access the Service or incur problems or loss when using the Service because of any corruption, abuse or incorrect use of the website or usernames and passwords or contravention of the terms of this Agreement (including any use of the Service with equipment or other software which is incompatible) and/ or because of any variation or modification to the website or Software which is unauthorized by us, and/or where the website or Software has been used in contravention of the terms of this Agreement and/or in contravention of the website terms and conditions and/or where the failure is due to factors external to the website and Software including but not limited to damage or environmental conditions and/or failures in other equipment or software and/or where the failure is due to incorrect, inaccurate, out of date or corrupted data supplied by you.

19.8 Any delays caused by you shall be added to any estimated timescales for provision of the Service.

19.9 We shall effect and maintain with a reputable insurance company professional indemnity insurance in an amount not less than \$1 million.

19.10 We shall hold employer's liability insurance in respect of our staff in accordance with any legal requirement for the time being in force.

19.11 We shall produce to you, on reasonable prior request, copies of the insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.

20. Dispute Resolution

20.1 Each party shall use commercially reasonable efforts to resolve any disputes arising under this Agreement in good faith as soon as practicable. If any dispute cannot be resolved to the reasonable satisfaction of the parties within ten (10) days after the dispute arose, either party may elect to escalate the dispute to a representative executive of each party.

20.2 If such executives cannot resolve such dispute to their mutual satisfaction within thirty (30) additional days, or such other period of time as mutually agreed upon by such executives, then the parties agree to try in good faith to settle the dispute by mediation administered by the American Arbitration Association ("AAA") under its Commercial Mediation Procedures. Prior to resorting to arbitration, each party agrees that it will attend no less than one full day of mediation conducted by the mediator.

- 20.3 If the parties are unable to settle the dispute by mediation within 45 days after the parties resort to mediation under this Section, then the dispute shall be promptly submitted to binding arbitration in Chicago, IL in accordance with the Commercial Arbitration Rules of the AAA before a single neutral arbitrator and judgment on the award rendered by the arbitrator may be entered in any court having competent jurisdiction. Except as expressly set forth herein, (i) neither party may proceed to arbitration without having escalated the dispute in accordance with this clause 20, and (ii) all disputes not resolved via negotiation (mediated or otherwise) of the parties in accordance with this clause 20 shall be resolved by binding arbitration.
- 20.4 Notwithstanding the foregoing, in the event of a violation of (a) a Party's proprietary or confidentiality rights under clause 7, or (b) a party's proprietary or confidentiality rights under clause 18, nothing in this Section shall prohibit either party from immediately applying to a court of competent jurisdiction for a temporary restraining order, preliminary or permanent injunction, or other similar equitable relief. THE PARTIES EXPRESSLY WAIVE THEIR RIGHT TO TRIAL BY JURY FOR ANY ACTION OR PROCEEDING BROUGHT IN RELATION TO THIS AGREEMENT.
21. General
- 21.1 This Agreement constitutes the entire agreement between you and us relating to the use of the Service, the website and the Software and supersedes all other agreements or understandings between us and you.
- 21.2 If any provision in this Agreement is deemed to be illegal or unenforceable the rest of the provisions will remain in full force and effect.
- 21.3 Waiver of any breach or failure to enforce any term of this Agreement will not be deemed a waiver of any breach or right to enforce which may thereafter occur. No waiver may be valid against any party hereto unless made in writing and signed by the party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.
- 21.4 Neither party will be liable for any failure or delay in performing its obligations, in terms of this agreement, due to circumstances beyond its reasonable control
- 21.5 You may not assign this Agreement, in whole or in part, to any third party without our prior written consent.
- 21.6 We are your independent contractor, and are not your employee or agent. Nothing in this Agreement shall render or be construed to make us (including any of our agents, employees or subcontractors) your partners, joint venturers, employees or agents.
- 21.7 Each party acknowledges that it is entering into this Agreement solely on the basis of the agreements and representations contained in this Agreement, and that it has not relied upon any representations, warranties, promises, or inducements of any kind, whether oral or written, and from any source, other than those that are expressly contained within this Agreement. Each party acknowledges that it is a sophisticated business entity and that in entering into this Agreement it has had the opportunity to consult with counsel of its choosing.
- 21.8 Notices to be given by us under this Agreement shall be in writing and may be given by email or otherwise at our discretion and sent to the Designated Contacts within your organization as stated on the offer. Notices by you must be given in writing and sent by either (a) post addressed to us at our address at 1 Ainslie Road, Hillington Park Glasgow, G52 4RU as stated on the Offer or (b) by email to contact@collectionhq.com or to such other address as we may notify to you from time to time;
- 21.9 This Agreement shall be governed by, subject to and interpreted in accordance with the laws of the State of Illinois, as though entered into and performed in Illinois.

Appendix 1

Service Targets

Availability	The collectionHQ service will be available 90% of the time 09.00 to 17.00 (your local time) Monday to Friday
Service Incidents	The collectionHQ Support Team will seek to provide an initial response within 24 hours and a follow up within a maximum 48 hours to service incidents and thereafter regularly updated until a resolution is reached. All incidents must be raised initially via our Helpdesk by email to support@collectionHQ.com
Non-Critical Enquiries	The collectionHQ Support Team will respond to non-critical enquiries within 3 days, deliver an answer within 10 days, and update status every 5 days. A non-critical inquiry is defined as a request for information that has no impact on the service quality if not answered or acted upon promptly.

To: Charles Crane

From: Mary Rennie 

Date: March 10, 2015

Re: Collection HQ

I am recommending the purchase/subscription to Collection HQ, an online selection, and collection maintenance tool. It is a sole source vendor, and the letter is attached. It offers the following:

Utilizing collectionHQ will do the following for us:

- Help increase levels of efficiency with in all aspects of collection development and maintenance
- Provide a very granular insight into how collections are performing allowing your library to get a good understanding of supply, demand, and balance
- Allow evidence based selection specifications to be built quickly, ensuring that the materials budget is spent in the right areas and to eliminate wasteful purchasing
- Provide an insight into what is working well for other North American library systems to support selection decisions
- Monitor material that has been purchased against detailed purchase specifications, to ensure that material has been purchased in the correct proportions to meet demand profiles
- Monitor the performance of items purchased to help refine the selection strategy moving forward and eliminate wastage
- Improve the performance, physical quality and relevance of collections to improve turnover across the library
- Improve customer service by providing material patrons are looking for where it is required
- Help save time in routine collection management activities through the generation of monthly weeding action plans
- Provide a unique insight into the performance of your ebook collection and compare trends against physical items
- Identify areas of the collection which are overstocked or understocked in your library to help keep at an optimum level and through the use of intelligent transfer tools, understand where surplus items should be relocated
- Provide a safety net for floating collections, as items 'float' from location to location
- Help refresh your catalog and make it more accurate

ERIE COUNTY PUBLIC LIBRARY INTEROFFICE MEMORANDUM

TO: TRACEY FUGALI
FROM: MARY RENNIE, EXECUTIVE DIRECTOR *MR*
SUBJECT: WAIVER OF THE PURCHASING CODE
DATE: 3/12/2015

I am requesting a waiver of the Purchasing Code, with the request that it move to a second reading, for the purchase of Collection HQ, an online selection and collection maintenance tool, which is only available from Bridgeall Libraries Limited.

The total cost is \$63,450.00, which is a renewable contract, invoiced annually at \$21,150 each year. There is a setup fee in year one of \$1,000. In doing it this way, we are able to lock in a lower rate, saving \$11,550 over three years.

ERIE COUNTY COUNCIL
RESOLUTION NO. _____ - 2015

ERIE COUNTY GENERAL AUTHORITY
NOT TO EXCEED \$2,800,000 TAX-EXEMPT NOTE
(EMERGYCARE, INC. PROJECT)

WHEREAS, the Erie County General Authority (the "Authority") is a body corporate and politic existing under the laws of the Commonwealth of Pennsylvania pursuant to the Municipality Authorities Act, 53 Pa.C.S. Ch. 56, as amended (the "Act");

WHEREAS, the Act, among other things, empowers authorities created thereunder to borrow money and to make and issue bonds and other evidences of indebtedness for the various purposes set forth in the Act and to secure payment of such bonds and other evidences of indebtedness or any part thereof by pledge or deed of trust of all or any of its revenues and receipts;

WHEREAS, EmeryCare, Inc. (the "Institution"), a Pennsylvania nonprofit corporation, has requested the Authority to undertake a project (the "Project") consisting of (i) the acquisition, demolition, and/or renovation of office, ambulance service and educational facilities to be located at 1926 Peach Street and 1901 Sassafra Street, City of Erie, Erie County, Pennsylvania; and (ii) the payment of a portion of the costs of issuance of Note;

WHEREAS, in order to provide funds for the Project, the Institution has requested the Authority to issue its tax-exempt bond or note in an amount not to exceed \$2,800,000 (the "Note");

WHEREAS, the Articles of Incorporation of the Authority state that each project of the Authority shall be conditioned upon approval by the County Council of Erie County, Pennsylvania.

NOW, THEREFORE, be it resolved:

1. The Project, the issuance of the Note, and the undertaking and completion by the Authority of all other matters necessary or convenient for the conclusion of the Project and the financing described hereinabove are hereby approved, and it is hereby declared that it is desirable for the health, safety and welfare of the people in the area served by the Institution that the Project be financed by the Authority.

2. Nothing in this Resolution shall be construed to pledge the credit or taxing power of the County of Erie, Pennsylvania nor shall such County be in any manner liable for any indebtedness arising out of this transaction.

On the motion of _____, seconded by _____, the Resolution was passed this _____ day of March, 2015, by a vote of ____ - ____.

ATTEST:

County Clerk

Chair of County Council

APPROVED BY:

Kathy Dahlkemper, County Executive

Date: _____, 2015

**MACDONALD
ILLIG ATTORNEYS**

J. W. ALBERSTADT, JR.
DIRECT DIAL 814-870-7750
E-MAIL JALBERSTADT@MIJB.COM

100 STATE STREET • SUITE 700
ERIE, PA 16507-1459
OFFICE: 814-870-7600
FAX: 814-454-4647
MACDONALDILLIG.COM

March 10, 2015

Honorable Jay Breneman, Chairman
Erie County Council Finance Committee
Erie County Courthouse
140 West Sixth Street
Erie, PA 16501

Re: Erie County General Authority - EmeryCare, Inc. Project

Dear Mr. Breneman:

Please find enclosed for consideration by County Council a proposed Resolution approving a project by EmeryCare, Inc. The purpose of this project is to provide tax-exempt financing for the acquisition, demolition, and/or renovation of office, ambulance service and educational facilities to be located at 1926 Peach Street and 1901 Sassafras Street, City of Erie, Erie County, Pennsylvania. Also enclosed is a copy of EmeryCare's application for the project. We are asking you to place this on the agenda for the County Council Finance Committee meeting on March 19, 2015 and Council's regular meeting on March 24, 2015. The Authority met and approved the project on February 24, 2015.

Please let me know if you need anything further in support of this request. Representatives of Emerycare will attend the Finance Committee meeting to answer any questions which the Council members may have regarding this project. Thank you very much for your help in this matter.

Very truly yours,

MacDONALD, ILLIG, JONES & BRITTON LLP

By 
J. W. Alberstadt, Jr.

JWA/1434460

Enclosure

cc: Douglas R. Smith, County Clerk

MACDONALD ILLIG JONES & BRITTON LLP

ERIE COUNTY GENERAL AUTHORITY
APPLICATION FORM

Appli

Application No. _____
Date: _____

APPLICANT IDENTIFICATION

Beneficial Owner:

EMERGYCARE

President/CEO: WILLIAM HAGERTTY

Address: 1701 SASSAFRAS STREET
ERIE, PA 16502

Contact Person/Title: ABIGAIL JOHNSON, DIRECTOR OF FINANCE

Telephone Number: 814-870-1032 Email Address: ajohnson@emergycare.org

Fax Number: 814-870-1950 Web Site Address: emergycare.org

LOCATION OF PROJECT SITE (if multiple locations apply, please list on separate sheet)

Municipality: ERIE County: ERIE

Mailing Address: 1926 PEACH STREET
ERIE, PA

Site Address: 1926 PEACH STREET / 1901 SASSAFRAS STREET
ERIE, PA / ERIE, PA

ASSISTANCE REQUESTED

Erie County General Authority
(TAX EXEMPT FINANCING)

Amount Requested:

\$2,800,000.00

Total Funds

\$2,800,000.00

APPLICANT/PROJECT PROFILE

Legal Name of Applicant: EMERGYCARE

IRS Date Approval, Creating Your 501(c)(3) OCTOBER 24, 1983

Describe Service/Market Area

EmergyCare is the largest nonprofit, 501(c)(3), ambulance service in Pennsylvania providing comprehensive pre-hospital and medical transportation services for the residents in our seven county service area. *EmergyCare* serves the 560,000 residents of our service area. *EmergyCare* is a totally self-supporting organization that provides a vital community service at no cost to taxpayers.

EmergyCare maintains a complement of over 250 employees, 70 vehicles, and 13 stations to cover our 5,622 square miles of response area. Over 60,000 patient contacts are made each year by the staff of *EmergyCare*.

EmergyCare maintains a robust education and community outreach program offering a variety of classes. Additionally, each year *EmergyCare* offers support and services at hundreds of community events such as health and wellness fairs, on-site stand-by at festivals and sporting events and a full schedule of school presentations.

Brief History of Organization

History of EmergyCare

Through a joint venture between Hamot Medical Center, Saint Vincent Health Center, and Metro Health Center, *EmergyCare* was born in the summer of 1983. Since that time *EmergyCare* has grown from providing basic life support in the City of Erie to providing advanced life support to more than one-half million residents in seven counties in Northwestern Pennsylvania.

Our expansion in the intervening years has taken the burden off small communities who alone could not support an advanced pre-hospital care system. Most importantly, the residents of the areas we serve receive better care because of *EmergyCare*. We pride ourselves in our ability to respond to incidents, save lives and alleviate suffering. Responding is our passion. As a result, when a small community approaches us and requests our help in providing advanced life support care, when our community has a need for wheelchair and medical taxi services, we have responded. Consequently, *EmergyCare* has grown; spreading staff, equipment, vehicles and especially financial resources thin across a much larger portion of the Commonwealth.

Although our challenges are many, our opportunities are great. The EMS industry is still in its youth. As the industry and scope of practice continues to grow, so do the potential services we can provide to our customers. When tragedy strikes, we feel confident that no one is better trained and equipped to handle these incidents than *EmergyCare*.

As part of our efforts to stay at the forefront of the EMS industry, in July 2011, *EmergyCare* updated its logo and branding strategies to better position ourselves for the future. Our commitment to respond when your health is on the line is stronger than ever and we are dedicated to continuing to meet the changing needs of the regions we serve.

Mission Statement

The primary mission of *EmergyCare* is to provide life-saving pre-hospital care. Additionally, we connect people and communities to the healthcare system through comprehensive medical transportation solutions and lead the industry in education, advocacy, and collaborative community initiatives.

Description of Project

The Project:

EmergyCare currently leases our headquarters building (1701 Sassafras Street, Erie PA). *EmergyCare* has leased this same building for 31 years. The current building is 17,000 square feet with very limited garage space. The space is much too small to continue our live-saving mission.

EmergyCare has the opportunity to purchase two buildings in the center of the City of Erie.

Building #1: 1926 Peach Street
Erie, PA

Building #2: 1901 Sassafras Street
Erie, PA

Building #1 is a 60,000 square feet building, of which 40,000 square feet is garage space. The additional garage space will guarantee indoor parking for 40 vehicles, and provide 4 vehicle maintenance bays. This building will provide much needed space for our educational needs with a separate education ADA compliant entrance, ample storage areas, and educational break-out rooms. This added educational area will give us the ability to expand education programs. This building also has the room necessary to house administration, communications, and finance with plenty of room for growth.

This building will need to be renovated to meet the needs of our organization.

Building #2 is situated on $\frac{1}{4}$ acre of land that is adjacent to Building #1. It is the intent of *EmergyCare* to purchase this site and demolish the building currently located on this parcel and utilize the space for additional parking. In addition, this purchase will give added options for access and egress for our emergency ambulances.

BASIS OF COSTS (Please check attachments submitted)

☒ Bids/Quotations
☒ Sales Agreement
☒ Architect/Engineer Estimates
☒ Contractor Estimates
☐ Appraisals
☒ Other (Please specify) _____

Also, provide a copy of the respective documentation (e.g., the Articles of Agreement, bid or estimate from architect/engineer or contractor and/or the appraisal).

PROJECT SITE/EMPLOYMENT FORM

1. Employment

	Jobs FT	PT	Avg. HR Wage FT PT	Total Payroll
Existing jobs:	191	99	15.80 / 14.41	340,000.00
Total new jobs (by 3 rd year)	0	0		0
Total jobs (new and existing)	191	99		340,000.00

2. Beneficiaries

Number of Clients Currently Served: 60,000
 Number of Projected Clients to be Served by this Project: 0
 Total Existing Client Impact: 60,000

Explain the services that are currently being provided to your clients as well as the new or expanded services to be provided as a result of this project:

Medical Transportation - Emergency and Non-emergency.

3. Site Description 1926 PEACH STREET 1901 SASSAFRAS STREET

Land acquisition: acres _____
 Facility (acquisition): sq. ft. 60,000
 Facility (new construction): sq. ft. _____
 Facility (expansion): sq. ft. _____
 Existing sq. ft. _____
 Name of Seller: JEFF FATICA / JF REALTY Name of Seller: SVHC / GLOWACKI MGMT CO.

Is the seller related in any manner to the Project Owner or Company Developer?

☐ Yes ☒ No

If yes, please explain: _____

PROJECT SITE/EMPLOYMENT FORM (Con'd)

4. Site Control

Do you have control of the site? ☐ Yes ☒ No

If no, when do you expect to obtain control of the site? (Please specify date) ___April/May 2015 (closing)

If yes, please identify type of controlling interest:

☐ Option (expires _____) ☐ Ownership
☐ Lease (expires _____) ☐ Other (please specify) _____

5. Potential Leasing

Will any portion of the project site be leased to any other party/business? ☐ Yes ☒ No

If yes, please complete the following:

Tenant Name	Type of Business	Sq. Ft. (leased) Sq. Ft.	% of Total
-------------	------------------	-----------------------------	------------

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

PROJECT CONTACT LIST

1. Project Owner (the Applicant): EMERGYCARE
Mailing Address: 1701 SASSAFRAS STREET
City: ERIE State: PA Zip: 16502
Federal Tax ID: 25-1430922
Contact Name: ABIGAIL JOHNSON Title: DIRECTOR OF FINANCE
Telephone No.: 814-870-1032 Fax No.: 814-870-1950
Email Address: ajohnson@emergycare.org Web Site Address: www.emergycare.org
2. Owner's Counsel: MACDONALD ILLIG JONES & BRITTON
Mailing Address: 100 STATE STREET, SUITE 700
City: ERIE State: PA Zip: 16507
Contact Name: J. WALBERSTADT, JR., ESQUIRE Title: ATTORNEY
Telephone No.: 814-870-7750 Fax No.: 814-454-4647
Email Address: jalberstadt@mijb.com Web Site Address: www.macdonaldillig.com
3. Owner's Bank: MARQUETTE SAVINGS BANK
Mailing Address: 920 PEACH STREET
City: ERIE State: PA Zip: 16501
Contact Name: EUGENE A. CIRKA Title: VP & SENIOR BUSINESS BANKING OFFICER
Telephone No.: 814-314-8231 Fax No.: 814-724-7640
Email Address: eugene.cirka@marquettesavings.com Web Site Address: www.marquettesavings.com
4. Bank's Counsel: _____
Mailing Address: _____
City: _____ State: _____ Zip: _____
Contact Name: _____ Title: _____
Telephone No.: _____ Fax No.: _____
Email Address: _____ Web Site Address: _____
5. E.C.G.A Counsel: MacDonald Jones Illig & Britton
Mailing Address: 100 State Street, Suite 700
City: Erie State: PA Zip: 16510
Contact Name: J. W. Alberstadt, Jr., Esquire Title: Attorney
Telephone No.: 814-870-7750 Fax No.: 814-454-4647
Email Address: jalberstadt@mijb.com

TAX-EXEMPT ELIGIBILITY FORM

Please complete this section if you wish to be considered for tax-exempt financing.

Restricted Uses of Tax-Exempt Loan

No portion of the loan may be used to finance the following:

- ▶ Airplane
- ▶ Beer or Liquor Store
- ▶ Country Club
- ▶ Gambling Facility
- ▶ Golf Course
- ▶ Health Club Facility
- ▶ Massage Parlor
- ▶ Racetrack
- ▶ Racquet Sport Facility
- ▶ Skating Facility
- ▶ Sky Box or Other Private Luxury Box
- ▶ Suntan Facility
- ▶ Tennis Club

Is the loan intended to be applied to any of the above uses?

☐ Yes

XNo

RESOLUTION NUMBER . 2015

**Exonerating Taxes On One Abandoned Trailer/Property #24-007-024.0-002.54
In The Girard School District And Girard Township**

WHEREAS, the Girard School District approved the exoneration of taxes on a certain abandoned trailer/property at their regular meeting held on September 22, 2014; and

WHEREAS, Girard Township approved the exoneration of taxes on a certain abandoned trailer/property at their regular meeting held on September 23, 2014.

NOW THEREFORE, BE IT RESOLVED by the County Council for the County of Erie that the taxes on the abandoned trailer/property parcel #24-007-024.0-002.54 as outlined on the attached Exhibit A are hereby exonerated.

On the motion of _____, seconded by _____, this resolution was passed on this _____ day of _____, 2015 by a vote of ____ - ____.

APPROVED BY:

Fiore Leone, Chairman
Erie County Council

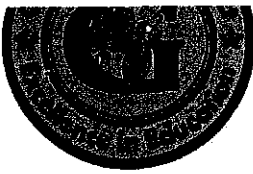
Kathy Dahlkemper
County Executive

ATTEST:

Date:_____

Douglas R. Smith
County Clerk

Date:_____



**ADMINISTRATION
OFFICE**
1203 Lake Street
Girard, PA 16417
814-774-5666
FAX 814-774-4220

**GIRARD
HIGH SCHOOL**
1135 Lake Street
Girard, PA 16417
814-774-5607
FAX 814-774-4530

**RICE AVENUE
MIDDLE SCHOOL**
1100 Rice Avenue
Girard, PA 16417
814-774-5604
FAX 814-774-5259

**ELK VALLEY
ELEMENTARY SCHOOL**
2556 Maple Avenue
Lake City, PA 16423
814-774-5602
FAX 814-774-8885

September 24, 2014

Steven A. Letzelter, Supervisor
Department of Finance
Bureau of Revenue & Tax Claim
Erie County Court House
140 West Sixth Street, Room 110
Erie, PA 16501

Dear Mr. Letzelter:

At a Regular Meeting of the Girard Board of School Directors held on September 22, 2014 a resolution was approved to exonerate all delinquent and future taxes on the parcels as requested by your letter dated August 27, 2014.

If any further information is necessary please contact Barbara J. DeJesus, Director of Business at 814-774-5666, Ext. 8698.

Thank you.

Sincerely,

A handwritten signature in cursive script that reads "Joyce M. Campbell". The signature is written in dark ink and is positioned above the printed name and title.

Joyce M Campbell
Board Secretary

Cc: Barbara J. DeJesus
Director of Business

Resolution #14-636

**Exoneration of Delinquent Property Taxes
Girard Township, Erie County**

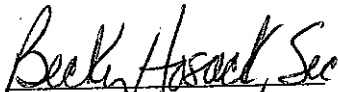
WHEREBY, the Girard Township board of Supervisors authorizes the exoneration of delinquent taxes on the abandoned or destroyed mobile home within Girard Township listed below:


Erie County Tax ID# 24-007-024.0-002.54
11317 W. Middle Road
Girard Township, PA

WHEREBY, this trailer which over the years has been damaged or has deteriorated to the extent that it has no value or existence per a field review.

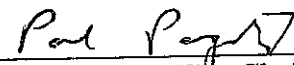
WHEREBY, the resolution will serve to exonerate the years 2012, 2013 as well as all future years.

Attest:


Becky Hosack, Secretary


Sandra L. Anderson, Chairman

Date: September 23, 2014


Paul Pangratz, Vice Chairman

William R. Felege, Supervisor

RUN DATE: 03-12-15
RUN TIME: 09:00:30
RUN USER: mkalisze

ERIE COUNTY TAX CLAIM BUREAU
140 W. 6TH STREET, RM 110
ERIE, PA 16501-1011

PAGE NUM: 1
RPT ID: TCB_STMT

(814) 451-6206

OWNER: MOTSCH CHRISTINA
7215 BUFFALO RD
HARBORCREEK PA 16421

PARCEL: 24-007-024.0-002.54
LOCATION: 11317 W MIDDLE RD TRL
DESCRIPTION:

A.V.
0

DISTRICT: GIRARD TWP

----- STATEMENT OF ACCOUNT -----

TAX YEAR 2012	FACE	PENALTY	INTEREST	COST	TOTAL	PAID/EXON	BALANCE
=====							
COUNTY	44.17	4.42	9.48	233.00	291.07	0.00	291.07
TWP/BORO/CIT	7.57	0.76	1.62	0.00	9.95	0.00	9.95
LIBRARY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SCHOOL	130.38	13.04	27.97	0.00	171.39	0.00	171.39
SCHOOL LIBRA	0.00	0.00	0.00	0.00	0.00	0.00	0.00

=====

BALANCE DUE 2012	472.41
------------------	--------

TAX YEAR 2013	FACE	PENALTY	INTEREST	COST	TOTAL	PAID/EXON	BALANCE
=====							
COUNTY	34.02	3.40	3.93	107.00	148.35	0.00	148.35
TWP/BORO/CIT	6.43	0.64	0.74	0.00	7.81	0.00	7.81
LIBRARY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SCHOOL	102.33	10.23	11.82	0.00	124.38	0.00	124.38
SCHOOL LIBRA	0.00	0.00	0.00	0.00	0.00	0.00	0.00

=====

BALANCE DUE 2013	280.54
------------------	--------

TAX YEAR 2014	FACE	PENALTY	INTEREST	COST	TOTAL	PAID/EXON	BALANCE
=====							
COUNTY	34.02	3.40	0.56	45.00	82.98	0.00	82.98
TWP/BORO/CIT	6.43	0.64	0.11	0.00	7.18	0.00	7.18
LIBRARY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SCHOOL	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SCHOOL LIBRA	0.00	0.00	0.00	0.00	0.00	0.00	0.00

=====

BALANCE DUE 2014	90.16
------------------	-------

IF PAID BY 03-31-2015 (INTEREST CHANGES MONTHLY)

=====

TOTAL BALANCE DUE	843.11
-------------------	--------

EXHIBIT A

RESOLUTION NUMBER , 2015

**Exonerating Taxes On One Abandoned Trailer/Property #39-002-001.0-009.52
In Springfield Township And The Northwestern School District**

WHEREAS, Springfield Township approved the exoneration of taxes on a certain abandoned trailer/property at their regular meeting held on March 5, 2012; and

WHEREAS, the Northwestern School District approved the exoneration of taxes on a certain abandoned trailer/property at their regular meeting held on March 17, 2014.

NOW THEREFORE, BE IT RESOLVED by the County Council for the County of Erie that the taxes on the abandoned trailer/property parcel #39-002-001.0-009.52 as outlined on the attached Exhibit A are hereby exonerated.

On the motion of _____, seconded by _____, this resolution was passed on this _____ day of _____, 2015 by a vote of ____ - ____.

APPROVED BY:

Fiore Leone, Chairman
Erie County Council

Kathy Dahlkemper
County Executive

ATTEST:

Date:_____

Douglas R. Smith
County Clerk

Date:_____

Springfield Township, Erie County, Pennsylvania

Resolution 2012-005

Whereas, the township has been notified by the Erie County Department of Finance, Bureau of Revenue and Tax Claim that the following properties,

<u>Index #</u>	<u>Owner</u>
39-002-001.0-009.52	Raymond Blue

which is a mobile home, has been removed from assessment records based upon a determination of the value or existence of the mobile home in accordance with a field review conducted by that office; and

Whereas, the Erie County Department of Finance, Bureau of Revenue and Tax Claim has requested the township to exonerate any delinquent taxes assessed against the foregoing property and further to remove any taxes assessed against this property for any successive years for which taxes have been assessed against;

Now, therefore, upon motion of Jeff Eaton, seconded by Blake Holliday; and passed by unanimous roll-call vote, Springfield Township does hereby exonerate the foregoing property from any and all delinquent taxes and does further remove any taxes assessed against the foregoing property for any successive years for which taxes have been assessed against.

RESOLVED AND ADOPTED THIS 5th DAY OF MARCH, 2012.

Blake Holliday
Supervisor

Raymond L. Camp
Supervisor

Jeffrey Eaton
Supervisor

Christine L. Brandy
Attested: Township Secretary

Northwestern School District

100 Harthan Way, Albion, PA 16401-1368

Phone: (814) 756-9400 Fax: (814) 756-9414 web address: www.nwsd.org

Karen S. Downie, D.Ed., Superintendent

Mr. Paul P. Sachar, Business Manager

March 12, 2015

The attached is a copy of the minutes from the March 17, 2014 Board of School Director's meeting.

If you have any questions, please do not hesitate to call our offices.

Sincerely,



Paul P. Sachar
School Board Secretary/Business Manager

NORTHWEST TRI-COUNTY INTERMEDIATE UNIT BUDGET 2014-2015

Pages 65-72

It was moved by Shelly Rice and seconded by Dick Sembower that the proposed 2014-2015 General Operating and School Improvement Services Budget for the Tri-County Intermediate Unit of \$53,595,245 be approved with Northwestern School District's estimated contribution toward School Improvement Services being set at \$22,993.46.

ROLL CALL VOTE: Baxter, YES; Bilek, YES; Black, YES; Hoover, YES; Kemling, YES; Rice, YES; Saxton, YES; Sembower, YES.

Motion carried, 8-0-0.

REGIONAL WIDE AREA NETWORK AGREEMENT 2014-2015

Pages 73-75

It was moved by Gary Bilek and seconded by Dick Sembower to enter into a service agreement with the Northwest Tri-County Intermediate Unit 5 to participate in the Regional Wide Area Network (RWAN) beginning July 1, 2014 through June 30, 2017 at a pre-eRate discount monthly cost of \$1,107.20. (Note: e-Rate discount expected to lower costs to \$380.85)

ROLL CALL VOTE: Baxter, YES; Bilek, YES; Black, YES; Hoover, YES; Kemling, YES; Rice, YES; Saxton, YES; Sembower, YES.

Motion carried, 8-0-0.

ADDITIONS TO PER CAPITA ROLLS

Pages 76-77

It was moved by Kevin Saxton and seconded by Gary Bilek that the additions to the Per Capita Tax Rolls, as presented be approved.

VOICE VOTE: The ayes carried.

EXONERATION OF DELINQUENT TAXES/MOBILE HOMES

Page 78

It was moved by Shelly Rice and seconded by Kevin Saxton that the Erie County Bureau of Revenue and Tax Claim delete the parcel from the assessment records as presented on page 78 of the agenda attachments and summarized below, due to the determination of value or existence of each trailer. Taxes and fees will be credited when the taxing body issues a resolution for removal of these taxes.

<u>Governing Body</u>	<u># of parcels</u>	<u>Total Tax including Interest & Penalty</u>	<u>Years</u>
Springfield Township	1	\$818.63	2008-2010

TOTAL \$818.63

ROLL VOTE: Baxter, YES; Bilek, YES; Black, YES; Hoover, YES; Kemling, YES; Rice, YES; Saxton, YES; Sembower, YES.

Motion carried, 8-0-0.



Paul P. Seelman
Sending Business my
3-12-15

Exonerated of Delinquent Taxes
March 2014

The Erie County Assessment Office has determined, that due to the condition of the following properties, that delinquent taxes should be exonerated. Total amount includes tax, interest and penalty.

Location	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	Total
Springfield Township 39-002-001.0-009.52	-	-	-	-	-	288.59	270.77	259.27	-	-	818.63
											818.63
											Total Amount to be Exonerated
											818.63

EXHIBIT A

RESOLUTION NUMBER _____, 2015

Exonerating Taxes On Two Abandoned Trailers/Properties #33-053-225.0-001.90, And #33-113-640.0-002.40 In Millcreek Township And Millcreek Township School District

WHEREAS, Millcreek Township approved the exoneration of taxes on certain abandoned trailers/properties at their regular meetings held on August 26, 2014, and September 2, 2014; and

WHEREAS, the Millcreek Township School District approved the exoneration of taxes on certain abandoned trailers/properties at their regular meeting held on September 29, 2014.

NOW THEREFORE, BE IT RESOLVED by the County Council for the County of Erie that the taxes on the abandoned trailers/properties: parcels #33-053-225.0-001.90 and #33-113-640.0-002.40 as outlined on the attached Exhibit A are hereby exonerated.

On the motion of _____, seconded by _____, this resolution was passed on this _____ day of _____, 2015 by a vote of ____ - ____.

APPROVED BY:

Fiore Leone, Chairman
Erie County Council

Kathy Dahlkemper
County Executive

ATTEST:

Date:_____

Douglas R. Smith
County Clerk

Date:_____

RESOLUTION 2014-R-30

A Resolution to authorize exoneration of taxes assessed against a mobile home deemed by the Erie County Bureau of Assessment to have been removed or damaged to an extent rendering it worthless.

WHEREAS, Millcreek Township received from the Erie County Department of Finance, Bureau of Revenue and Tax Claim, a notice dated August 15, 2014, listing one mobile home located or formerly located within Millcreek Township as to which real property tax assessments have been deleted by the Erie County Bureau of Assessment because such mobile homes have been removed or have been damaged to an extent rendering it worthless; and

WHEREAS, upon a determination by the Bureau of Assessment that such mobile home has been removed or, by virtue of its condition, is worthless or has a value less than the amount of real property tax liability, the Assessment Bureau deletes such assessments, with taxes due thereon being exonerated if the applicable taxing districts agree to the recommended exoneration; and

WHEREAS, and pursuant to the recommendation of the Bureau of Assessment, the Board of Supervisors finds that the mobile home identified on the Tax Claim Bureau's listing is, for reasons set forth above, eligible for exoneration of taxes.

IT IS HEREBY RESOLVED by the Board of Supervisors of Millcreek Township, Erie County, Pennsylvania, as follows:

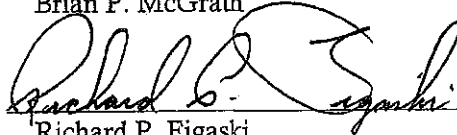
1. Millcreek Township agrees to exoneration of Township taxes assessed in years 2012 through 2013 against that mobile home identified as bearing Erie County Tax Assessment Number 33-053-225.0-001.90 [3553 West 22nd Street].

ADOPTED this 26th day of August, 2014.

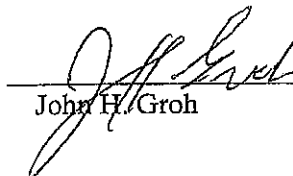
MILLCREEK TOWNSHIP SUPERVISORS



Brian P. McGrath



Richard P. Figaski



John H. Groh

RESOLUTION 2014-R-31

A Resolution to authorize exoneration of taxes assessed against a mobile home deemed by the Erie County Bureau of Assessment to have been removed or damaged to an extent rendering it worthless.

WHEREAS, Millcreek Township received from the Erie County Department of Finance, Bureau of Revenue and Tax Claim, a notice dated August 28, 2014, listing one mobile home located or formerly located within Millcreek Township as to which real property tax assessments have been deleted by the Erie County Bureau of Assessment because such mobile homes have been removed or have been damaged to an extent rendering it worthless; and

WHEREAS, upon a determination by the Bureau of Assessment that such mobile home has been removed or, by virtue of its condition, is worthless or has a value less than the amount of real property tax liability, the Assessment Bureau deletes such assessments, with taxes due thereon being exonerated if the applicable taxing districts agree to the recommended exoneration; and

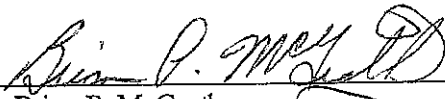
WHEREAS, and pursuant to the recommendation of the Bureau of Assessment, the Board of Supervisors finds that the mobile home identified on the Tax Claim Bureau's listing is, for reasons set forth above, eligible for exoneration of taxes.

IT IS HEREBY RESOLVED by the Board of Supervisors of Millcreek Township, Erie County, Pennsylvania, as follows:

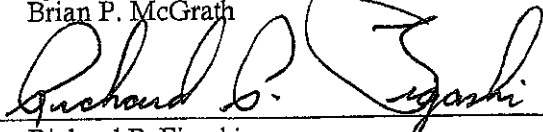
1. Millcreek Township agrees to exoneration of Township taxes assessed in years 2012 through 2013 against that mobile home identified as bearing Erie County Tax Assessment Number 33-113-640.0-002.40 [5149 Henderson Road].

ADOPTED this 2nd day of September, 2014.

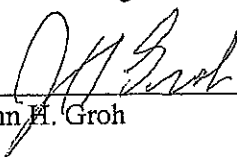
MILLCREEK TOWNSHIP SUPERVISORS



Brian P. McGrath



Richard P. Figaski



John H. Groh

Kaliszewski, Maria

From: Aaron O'Toole <otoole@mtsd.org>
Sent: Thursday, March 12, 2015 9:56 AM
To: Kaliszewski, Maria
Subject: Parcels

Good Morning,
At the September 29, 2014 board meeting, the board voted to exonerate the delinquent taxes on parcels 33-053-225.0-001.90 and 33-113-640.0-002.40. Should you have any questions, please contact me.
Thanks,
Aaron

Aaron O'Toole
Director of Finance and Accounting
Millcreek Township School District
3740 West 26th Street
Erie, PA 16506
otoole@mtsd.org
Phone (814) 835-5316

Exonerating Taxes On Two Abandoned Trailers/Properties In Millcreek Township and Millcreek Township School District	TAXES DUE 33-053-225.0-001.90	TAXES DUE 33-113-640.0-002.40
Tax Year 2008		\$568.17
Tax Year 2009		\$451.81
Tax Year 2010		\$446.51
Tax Year 2011		\$397.32
Tax Year 2012	\$344.32	\$370.89
Tax Year 2013	\$172.44	\$138.38
Tax Year 2014		\$75.32

Amounts reflect school and
municipal totals for each tax year

EXHIBIT A




COUNTY OF ERIE

OFFICE OF COUNTY EXECUTIVE

Kathy Dahlkemper
COUNTY EXECUTIVE

MEMORANDUM

TO: Members of County Council

FROM: Kathy Dahlkemper, 
County Executive

DATE: March 17, 2015

RE: Erie County Housing Authority

As County Executive, I hereby convey notice of my reappointment of Mr. James McGoey, 7 West 41st Street, Erie, PA 16508, to the Erie County Housing Authority. This is a second term for Mr. McGoey and is scheduled to expire on March 31, 2020.

Thank you.

cc: Douglas Smith, Clerk
Michael McNierney, ECHA Director
File




COUNTY OF ERIE

OFFICE OF COUNTY EXECUTIVE

Kathy Dahlkemper
COUNTY EXECUTIVE

MEMORANDUM

TO: Members of County Council

FROM: Kathy Dahlkemper, 
County Executive

DATE: March 17, 2015

RE: Erie County Housing Authority

As County Executive, I hereby convey notice of my appointment of Ms. Doris Gernovich, 26 East Congress Street, Corry, PA 16407, to the Erie County Housing Authority. Ms. Gernovich will serve as an interim appointment to fulfill the unexpired term of Ms. Diane Madara who resigned on January 6, 2015. This term is scheduled to expire on March 31, 2016.

Thank you.

cc: Douglas Smith, Clerk
Michael McNierney, ECHA Director
File

DORIS GERNOVICH
26 East Congress Street
Corry, PA 16407

HIGHLIGHTS OF QUALIFICATIONS

Thirty five years of experience in field of education in Pennsylvania and Ohio
Four years on PA Dept. of Ed. Advisory Council – Civil Rights for Children
Presented at Oxford Roundtable for Human Rights for People with Disabilities
Extensive knowledge of supporting agencies throughout Northwestern Pennsylvania
Extensive in-service presentations through IU-5, including full day workshops
Motivated with strong work ethic and desire to help others

PROFESSIONAL EXPERIENCES

Psychological Health Services, Erie, PA 16508	Nov., 2009 – Current
Individual assessments and evaluations	
Corry Area School District, Corry, PA 16407	Sept., 1979 – Dec., 2007
Special Education Teacher (Special Education Department Head, Instructional Support Team Coordinator, Student Assistant Program Coordinator, Crisis Team Member, Strategic Planning Team Member, Transition Coordinator to Employment of Students, Assistant Supervisor of Special Education) Supervisor of Pupil Services (Supervision of professional employees, Assisted Special education program, Coordinated Student Assistant Program, Homebound instruction, Gifted program, Guidance and Health services, Chapter 15 services, Cyber services, Maintenance of civil rights compliance, Assisted in the development and presentation of in-service programs, Conducted NCLB training, Testing for para-professionals)	
Seneca County Board of Mental Retardation Center, Tiffin, Ohio, 44883	1975-1978
Instructor – Infant Stimulation, Multi-Handicapped	
Town and Country Adult Services, Springfield, Ohio, 45506	1974-1975
Instructor – Adult Activities (Pre-employment skills)	
Union County Opportunity Center, Broadway, Ohio, 43007	1971-1974
Instructor – Mentally Retarded Adolescents	

COMMUNITY/PROFESSIONAL INVOLVEMENT

Counseling Services Center Board of Directors	Member
Housing Authority of Corry	President
Corry Area School District Board of Directors	President
IU Board of Directors	Member
Erie County Care Management	Member

EDUCATIONAL BACKGROUND

Edinboro University of PA, Edinboro, PA 16412	B. S., Special Education
Edinboro University of PA, Edinboro, PA 16412	M.Ed., Educational Psychology
Edinboro University of PA, Edinboro, PA 16412	School Psychology Certification
Kennedy-Western University, Thousand Oaks, California	PhD., Education

“The Effect of Parental Involvement on Student Success...”

REFERENCES

Captain Richard K. Farver (Retired, US Navy)
12505 Turnpike Road
Corry, PA 16407 (814-664-4198)

Mr. Robert Piemme (Retired Director of Corry Career and Technical Center)
RR 1, Box 26
Spring Creek, PA 16436 (814-664-2773)

Ms. Sally Wetzel (Student Teacher Advisor, Clarion University)
1060 Timberlane Drive
Beaver Fall, PA 15010 (724-847-2789)

Mr. William Nichols, Superintendent
Corry Area School District
540 East Pleasant Street
Corry, PA 16407




COUNTY OF ERIE

OFFICE OF COUNTY EXECUTIVE

Kathy Dahlkemper
COUNTY EXECUTIVE

MEMORANDUM

TO: Members of County Council

FROM: Kathy Dahlkemper, 
County Executive

DATE: March 17, 2015

RE: Erie County Housing Authority

As County Executive, I hereby convey notice of my appointment of Ms. Kim Stucke, 3417 Harvard Road, Erie, PA 16508, to the Erie County Housing Authority. Ms. Stucke will serve as an interim appointment to fulfill the unexpired term of Sr. Christine Vladimiroff (deceased). This term is scheduled to expire on March 31, 2017.

Thank you.

cc: Douglas Smith, Clerk
Michael McNierney, ECHA Director
File

RESUME

Kim Stucke
3417 Harvard Road
Erie, PA 16508

Education

Bachelor of Arts-1974- Edinboro University

Please note- 32 years professional mental health administrative experience is more than equivalent to a Master's degree according to the Erie County Department of Human Services personnel action plan. Documentation is available for verification.

Leadership Erie Graduate

Graduate of Pennsylvania Community Providers Association Government Relations Institute

Professional Experience

Stairways Behavioral Health

138 East 26th St.

Erie, Pa. 16504

814-453-5806 and 814-453-4757 (fax)

8/74-Present

Administration/Program Management-32 years

2012-Present-Chief Development Officer

Responsible for all fundraising activities as it relates to the organizational strategic plan which includes the capitalization of the client assistance fund and the client wellness fund. Client Wellness Fund was developed under my leadership. Also responsible for all grant making activities to include grant writing, associated grant budgets, grant reporting and grant coordination among departments. As an adjunct to this position other duties include budget responsibility for staff training and professional support related to execution of training activities.

2004-- 2012- Grants writer, Legislative Liaison/Housing Specialist.

As a member of the development team, responsible for certain grant assignments especially as it relates to Fairweather Lodge, permanent housing and arts and wellness programs. Instrumental in securing direct contracts with PA Office of Mental Health and Substance Abuse for eight consecutive years. The focus of these contracts the development of permanent supported housing in Western PA as well as providing technical assistance and consultation to providers related to Fairweather Lodge. This sustained effort resulted in Pennsylvania having more lodges than any other state in the country. Other work included leadership for the Northwest Continuum of Care and participation in statewide steering committee for homeless housing programs and services for persons with disabilities. This seventeen year effort has yielded over 20 million dollars in funding for NW PA.

2004-1997-Research and Business Development Specialist

Responsible for production and coordination of all agency grantwriting both private and public sector in response to local, state and federal resources, participation in strategic planning, conceptual development with program teams in preparation for grant opportunities, development and implementation of Annual Fund Campaign, coordination and planning for special events, promotion of long endowment giving and government relations. Other tasks include research investigation and information distribution as well as direct supervision of the HomePLUS team; a three agency collaborative project. This position is involved in many community based planning groups not only on the local level but with the state as well.

1996-1995 -Director of Special Projects

Responsible for broadening the development focus in response to agency needs to include housing development, special events, marketing and quality assurance. Federal grant proposals yielded approximately \$1,000,000 per year of affordable housing opportunities for persons with serious mental illness.

1994-1989-Director of Non Residential Programs

Responsible for supervision and management of all non- residential programs to include social rehabilitation, adult literacy, vocational and employment services. Responsible for the development of one of the first supportive housing programs in PA.

1989-1982-Assistant Director of Residential-Responsible for all management related activities to effectively operate a 144 bed 24 hour residential program to include staffing, budget responsibility, treatment protocols, development of relevant policies and procedures and emergency and safety protocols.

Direct Service- 8 years

1982-1976-Director Services- Caseworker

Responsible for developing treatment plans with clients, assisting clients in the execution of their goals, linking client to other support services and mainstream resources.

1974-1976-Live -in Residential Worker/Casework Aide

Responsible for supervision of 38 clients who had just exited the state hospital. Job duties included assistance with housekeeping, medication, grocery shopping, budgeting and recreational activities.

Other Professional Experience

Board Related

Current Board Member of Opportunities Unlimited, a support corporation of Stairways BH
Co -chair of Northwest PA Continuum of Care

Co- chair of the National Coalition for Community Living

Member of PA Homeless Steering Committee

Founding Board member of the House of Healing

Former Board member of the Housing Alliance of PA

Pa Representative to United States Housing and Urban Development Policy Academy
Core Team member of Western Pa Homeless Governance Charter

Coalition Building/Conferences

Responsible for building the PA Fairweather Lodge Coalition

Implemented and hosted one statewide housing conference and 2 national Fairweather Lodge conferences. Total attendance- 375+

Leadership and active participation in the Coalition for Community Living whose mission is to develop and sustain the Fairweather Lodge Program Model nationally. Instrumental in the development of fidelity standards, outcome measures and certification.

Recognition/Awards

2001-Community Service Award from Community Integration Inc. for assistance with securing \$100,000 for their capital campaign

2004- Distinguished Service Award- Stairways Behavioral Health for outstanding service related to agency mission and service to clients

2009- Woman of the Year from Women's Roundtable of Erie Pa for servant leadership, statewide policy making and advocacy

2009 -Partnership Award from the Housing Alliance of PA for collaboration and partnership to develop decent, safe, affordable housing for low income Pennsylvanians with disabilities

2009- Senatorial Proclamation for outstanding service in development of affordable housing for persons with disabilities

2013- Dorothy Berger Program Achievement Award from the National Coalition for Community Living- part of a team effort to secure this award for the Stairways Fairweather Training Lodge

County of Erie Analysis of General Fund Unassigned Fund Balance FYE 12/31/15 As of March 12, 2015
--

Projected Ending 2015 Unassigned Fund Balance	29,374,915
--	------------

Less: Appropriations from Unassigned Fund Balance

Ordinance #13 of 2015 Supp Approp for Correction of Asst Public Defender Salary	(8,557)
Ordinance #21 of 2015 Supp Approp for Assessment Bureau County Portion of Erie Insurance Appraisal	(8,250)
Ordinance #28 of 2015 Supp Approp to Establish Assistant Clerk of Records in Clerk of Courts	(6,015)
Ordinance # of 2015 Supp Approp to Increase Director Of Administration Salary	(4,399)
Ordinance # of 2015 Supp Approp to Establish Vacation Line in Public Safety	(12,000)

Total Appropriations from Unassigned Fund Balance	<u>(39,221)</u>
---	-----------------

Plus: Appropriations to Unassigned Fund Balance

Ordinance # 172 of 2014 for 2015 Supp Approp for Director of Procurement Salary	519
Ordinance #11 of 2015 Supp Approp for Supervisor of Custody Conciliation	3,241
Ordinance #27 of 2015 Supp Approp for Change in Court Reporter Salary	26,656
Ordinance #29 of 2015 Supp Approp to Establish First Deputy Prothonotary and Eliminate Assistant Clerk	34,391

Total Appropriations to Unassigned Fund Balance	<u>64,807</u>
---	---------------

Estimated General Fund Unassigned Fund Balance to date	<u>29,400,501</u>
--	-------------------

Summary

Total Budgeted General Fund Expenditures and Transfers	95,980,897
Less: Pass Thru Grants Originally Budgeted in the General Fund	<u>(151,000)</u>
Net Budgeted General Fund Expenditures and Transfers	<u>95,829,897</u>

One Month's Expenditures and Transfers	7,985,825
Two Month's Expenditures and Transfers	15,971,650

Difference between Estimated GF Unassigned Fund Balance and One Month of Expend & Transfers	<u>21,414,676</u>
---	-------------------

Difference between Estimated GF Unassigned Fund Balance and Two Months of Expend & Transfers	<u>13,428,852</u>
--	-------------------

County of Erie General Fund
Monthly Reconciliation of
Changes to Fund Balance Appropriated
001-000990-099500
As of March 12, 2015

Appropriations from Fund Balance per Excel	(39,221)
Appropriations to Fund Balance per Excel	64,807
Net Appropriations per Excel	25,586
<u>Less: Pending Ordinances for Council Approval</u>	
Ordinance # of 2015 Supp Approp to Increase Director Of Administra	4,399
Ordinance # of 2015 Supp Approp to Establish Vacation Line in Publi	12,000
Total Net Pending Ordinances	16,399
Net change to Fund Balance Appropriated	41,985
FMS Budget T Balance	41,985

0

County of Erie General Fund
Current Budget
As of March 12, 2015

DEPT NO	DEPT NAME	ORIGINAL 2015 BUDGET	2015 BUDGET CHANGES	CURRENT 2015 BUDGET
001000	CONCIL & ELECTIONS	1,395,504		1,395,504
001100	COUNTY CONTROLLER	342,060		342,060
001990	COUNTY EXECUTIVE	261,251		261,251
002010	COMM REL ECON DEV	1,052,804		1,052,804
002100	COUNTY SOLICITOR	162,629		162,629
002190	PERSONNEL	302,722		302,722
002300	FINANCE	3,945,441	8,250	3,953,691
002400	ADMIN/ OPERATIONS	5,408,822	(519)	5,408,303
002601	HUMAN SRVC SHARED	76,532		76,532
002700	OTH GEN GOVT	8,770,139	65,000	8,835,139
002810	COUNTY TECH DEPT	2,043,399		2,043,399
003000	COURTS	5,230,680	(29,897)	5,200,783
003100	MDJ'S	2,797,090		2,797,090
003200	CLK RECORD	2,813,419	(28,376)	2,785,043
003290	SHERIFF	3,145,193		3,145,193
003390	DISTRICT ATTY	3,070,760		3,070,760
003500	CORONER	663,932		663,932
003600	PUBLIC DEFENDER	1,450,275	8,557	1,458,832
004000	ADULT PROBATION	5,285,162		5,285,162
004100	CORRECTIONS	17,461,177		17,461,177
004190	JUVENILE PROBATION	3,295,709		3,295,709
005200	VETERANS AFFAIR	303,636		303,636
009000	GRANTS TO ORGANZ	151,000		151,000
020000	TRANSFERS	26,551,561		26,551,561
	Total	95,980,897	23,015	96,003,912

County of Erie Comparison of Change in Monthly General Fund Fund Balance Appropriated for the Years 2015 and 2014
--

Change in appropriated General Fund fund balance as follows:

Month	2015	2014
January	(4,797)	10,012
February	18,406	(99,797)
March	28,376	787,236
April		(45,988)
May		(110,372)
June		(1,083)
July		(56,301)
August		(15,733)
September		(5,231)
October		(85,855)
November		(600,000)
December		(469,035)
Total Change in Appropriated Fund Balance Year to Date	41,985	(692,147)